

Hagenmaier, Elizabeth

From: Ryan, Tom (LG) <tryan@lathropgage.com>
Sent: Wednesday, February 20, 2019 5:56 PM
To: Hagenmaier, Elizabeth; Kloeckner, Jane
Cc: Gaede, Brooke L; GHarse@lathropgage.com
Subject: Cherokee County Superfund Site, Operable Unit #8
Attachments: 20190220 Good Faith Offer.pdf; 20190220 Response to Request for Information.pdf

Categories: Cherokee County

Good evening,
Attached are BNSF's "good faith offer" letter, its responses to the 104(e) requests and a link to responsive documents.
Thanks.

Thomas A. Ryan
Partner



Lathrop Gage LLP
2345 Grand Blvd., Suite 2200
Kansas City, MO 64108-2618
Direct: 816.460.5822 | Fax: 816.292.2001
tryan@lathropgage.com
lathropgage.com

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THOMAS A. RYAN
ATTORNEY AT LAW
PARTNER
DIRECT: 816.460.5822

MAIN: 816.292.2000
FAX: 816.292.2001
TRYAN@LATHROPGAGE.COM
LATHROPGAGE.COM

2345 GRAND BOULEVARD, SUITE 2200
KANSAS CITY, MO 64108

February 20, 2019

Ms. Elizabeth Hagenmaier, Remedial Project Manager
Superfund Division, Lead Mining and Special Emphasis Branch
U.S. Environmental Protection Agency, Region 7
11201 Renner Boulevard
Lenexa, Kansas 66219

Re: Cherokee County Superfund Site, Operable Unit 08 – Good Faith Offer

Dear Ms. Hagenmaier:

This letter is sent on behalf of BNSF Railway Company and Burlington Northern Santa Fe, LLC ("BNSF") in response to the October 22, 2018 letter regarding the Cherokee County Superfund Site ("Site") sent by Ms. Mary Peterson. By prior correspondence, BNSF has already indicated its willingness to participate in future negotiations concerning this Site and confirms that willingness by this correspondence.

BNSF understands USEPA is, at this time, only looking for a commitment to perform a remedial design, and is not seeking performance of any remedial action.¹ Moreover, BNSF understands that USEPA is proposing a "mixed work settlement". As BNSF's responses to the 104(e) Information Request demonstrate, BNSF no longer owns any of the former rail lines identified in the Record of Decision for Operable Unit 8, so further discussion is requested to clarify the details of USEPA's proposal.

BNSF has the financial ability and technical capability to implement an administrative settlement/administrative order on consent for remedial design. BNSF has already retained the well-known environmental consulting firm AECOM to lead the potential project. A statement of work or work plan on how AECOM would proceed with the remedial design, as well as comments and edits on an AS/AOC, can be submitted after an initial in-person meeting with USEPA.

We acknowledge USEPA is seeking oversight costs as part of the settlement. As stated in the Record of Decision, BNSF understands there may be significant orphan share liability at the Site and would like to explore with USEPA the possibility of such orphan share resolving any future oversight costs. Moreover, BNSF understands USEPA has already been compensated for some costs related to this Site and would like to explore that as a possible source of funds.

Ms. Elizabeth Hagenmaier
February 20, 2019
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Please send any communications to Tom Ryan (tryan@lathropgage.com, Lathrop Gage, 2345 Grand Boulevard, Suite 2200, Kansas City, MO 64108, telephone 816-460-5822) as well as Ms. Brooke Gaede (Brooke.Gaede@BNSF.com, BNSF Railway Company, 2500 Lou Menk Drive, AOB 3rd Floor, Fort Worth, TX 76131, 817-352-2369).

We look forward to meeting with you.

Sincerely yours,

Lathrop Gage LLP

By: 
Thomas A. Ryan

¹ Please confirm that Ms. Peterson's October 28, 2018 correspondence has an error at the bottom of page 3 where it references "a good faith offer to conduct or finance the *remedial action*" (Emphasis added.) We understand the letter to be seeking a commitment only to perform remedial design, and not remedial action.



THOMAS A. RYAN
PARTNER
DIRECT: 816.460.5822

MAIN: 816.292.2000
FAX: 816.292.2001
TRYAN@LATHROPGAGE.COM
LATHROPGAGE.COM

2345 GRAND BOULEVARD, SUITE 2200
KANSAS CITY, MISSOURI 64108-2618

February 20, 2019

Ms. Elizabeth Hagenmaier, Remedial Project Manager
Superfund Division, Lead Mining and Special Emphasis Branch
U.S. Environmental Protection Agency, Region 7
11201 Renner Boulevard
Lenexa, Kansas 66219

Re: BNSF Railway Company Response to October 22, 2018 Request for Information
Regarding Cherokee County Superfund Site, Cherokee County, Kansas

Dear Ms. Hagenmaier:

This letter responds to the October 22, 2018 Request for Information ("Information Request") issued to BNSF Railway Company ("BNSF") and Burlington Northern Santa Fe, LLC with respect to Operable Unit 8 ("OU8"), within Cherokee County Superfund Site located in Cherokee County, Kansas ("Site"), as modified by e-mail dated November 30, 2018, from Ms. Jane Kloeckner, Senior Assistant Regional Counsel for the U.S. Environmental Protection Agency, Region 7 ("EPA"). Ms. Kloeckner has extended the deadline for BNSF's responses to the Information Request until February 20, 2019.

The responses to the Information Request set forth herein are based on the present knowledge, information and belief of BNSF, which is responding on behalf of itself and Burlington Northern Santa Fe, LLC.

General Objections

Each response to the Information Request is subject to the general objections set forth below. These limitations and objections form a part of the response to each request and are set forth in this manner to avoid the duplication of restating them for each response. These general objections may be specifically referred to in a response to certain requests for clarity. However, the failure to specifically incorporate a general objection is not a waiver of that objection for purposes of that response.

BNSF objects to the requests to the extent they seek to impose duties or require performance of acts beyond the scope of applicable laws, including providing information not in BNSF's possession or control, or information that is protected by the attorney-client privilege, the attorney work product doctrine, or any other privilege or protection available under the law.

BNSF objects to the excessive breadth and unlimited timeframe of the requests, which encompass more than 300 individual parcels, over twenty miles of rights-of-way ("ROW") and a voluminous number of acquisition documents, contracts, and other agreements.

BNSF objects to EPA's definition of "Facility," which is broadly defined to include "the land and assets . . . adjacent to BNSF rail corridors" within the Site and OU8, without limitation to land or "assets" owned or operated by BNSF or Burlington Northern Santa Fe, LLC. To the extent EPA is requesting BNSF collect, compile or otherwise produce information concerning land or "assets," itself a defined term, that are not and have never been owned or operated by BNSF, but are merely situated adjacent to BNSF property, such a request is excessively broad and overly burdensome. To identify and produce the full scope of documents responsive under this definition places unnecessary and unreasonable burden and cost on BNSF. BNSF's responses to this Information Request will focus on properties operated by BNSF in the EPA-identified rail corridors. However, in the event information is obtained through our research that pertains to land and assets owned or operated by third parties and the burden of producing this information is not unreasonable, BNSF will provide the same to EPA.

Likewise, BNSF objects to EPA's definition of "Property," in that it includes the "Facility," as defined, and given EPA's definition for "Property" otherwise focuses exclusively on BNSF's current property interests.¹ Additionally, the nature of BNSF's former property interests at issue within Record of Decision for OU8 ("ROD"), which are comprised of many discrete parcels, acquired approximately 50 to 145 years ago, and consisting of approximately 22 linear miles spread across the 115-square-mile Site, frequently cannot reasonably be discussed as a single, cohesive property.

Accordingly, BNSF is responding to this Information Request based on the segments of rail property it has operated within OU8 that are not currently supporting active rail traffic. This rail property has been characterized by approximate length as the 0.8 Mile Segment; the 1.5 Mile Segment; the 4.3 Mile Segment; the 5.7 Mile Segment; and the 9.3 Mile Segment (collectively, the "Segments"). Please see BNSF-CHEROKEE0880 for a depiction of where these Segments are located within the Site, which is based on Figure 2 from the ROD. Please note this map was voluntarily prepared for the purposes of responding to the Information Request, and creates no obligation of BNSF to prepare any additional maps.

Preliminary Information

¹ BNSF has identified additional former rail segments within the Site for which BNSF may have or had acquired a property interest at one time, but which are not identified within Figure 2 of the ROD. Consistent with this objection as to the scope and unlimited timeframe of the Information Request, BNSF has not evaluated these properties in preparing these responses. In addition, pursuant to the ROD, some possible former BNSF rail segments were addressed under other operable units within the Site, and are therefore understood to be excluded from the ROD.

BNSF consulted the following individuals and entity in preparation of these responses. Please direct any communication to those listed through the undersigned counsel.

Michael E. Clift
BNSF, Senior Manager Environmental Operations

Christopher J. Fitzgerald
BNSF, Manager Environmental Remediation

Dennis Mendoza
BNSF, Division Engineer

James Obermiller
BNSF, Director Compliance & Information Governance
Records & Information Management

Bartlett & West, Inc. (regarding historic property information and records)

Responses to Information Request

1. Identify the current owner and/or operator of the Property. State the dates during which the current owner and/or operator owned, operated or leased any portion of the Property and provide copies of all documents evidencing or relating to such ownership, operation or lease, including but not limited to purchase and sale agreements, deeds, leases, etc.

RESPONSE: BNSF is uncertain of the identity of the current owner(s) and/or operator(s) of the Property. It is BNSF's understanding that applicable Kansas law and land records would need to be reviewed and legal conclusions reached to identify the current owner(s) and/or operator of the Property. BNSF objects to performing such review and legal analysis. The parcels comprising the Segments were abandoned by BNSF in compliance with applicable law. The 0.8 Mile Segment, which was designated industry track and not subject to Interstate Commerce Commission ("ICC") jurisdiction, was abandoned between October 26, 1986 and October 30, 1988; the 1.5 Mile Segment was abandoned with ICC consent on Dec. 10, 1990; the 4.3 Mile Segment was the subject of an October 1967 ICC order approving abandonment, and was abandoned on June 9, 2003; the 5.7 Mile Segment was abandoned with Surface Transportation Board ("STB") consent on October 31, 2003; and the 9.3 Mile Segment was disposed of in two separate actions. The first, concerning approximately 7 miles, was abandoned with ICC consent on April 23, 1987. The second, concerning approximately 2 miles designated

as spur track and not subject to ICC jurisdiction, was abandoned on or after August 26, 1987. BNSF-CHEROKEE0499-529.

2. Identify any persons who concurrently with the owner/operator exercised actual control or who held significant authority to control activities at the Property:
 - a. Partners or joint ventures;
 - b. Any contractor, subcontractor, or licensor with any presence or activity on the Property (service contractors, remediation contractors, management and operator contractors, licensor providing technical support to licensed activities);
 - c. Any person subleasing land, equipment or space on the Property;
 - d. Utilities, pipelines, railroads and any other person with activities and/or easements regarding the Property;
 - e. Major financiers and lenders;
 - f. Any person who exercised actual control over any activities or operations on the Property;
 - g. Any person who held significant authority to control any activities or operations on the Property
 - h. Any person who had a significant presence or who conducted significant activities on the Property; and,
 - i. Government entities that had proprietary (as opposed to regulatory) interest or involvement with regard to the activity on the Property.

RESPONSE: In response to subpart a. of this request, BNSF is not aware of any partners, in a joint venture or otherwise, as having significant control or authority to control activities at the property other than the railroad operating at the time. BNSF continues to investigate, and will supplement this response if responsive information is located.

In response to subpart b. of this request, BNSF objects to the ambiguity of the request. A person or entity "with any presence or activity on the Property" is not equivalent with a person or entity who enjoyed actual control over, or the authority to control, activities on the property. BNSF is interpreting this request to be seeking information about any contractor, subcontractor, or licensor present on the Segments to enjoy actual control or hold significant authority to control activities on the Segments. Under this interpretation, BNSF has not identified any contractor, subcontractor, or licensor. BNSF will supplement this response if responsive information is located.

In response to subpart c. of this request, BNSF identifies Milan R. Bump, of New York, New York, who was succeeded by the Empire District Electric Company Co. See BNSF-CHEROKEE0629-40, BNSF-CHEROKEE0659-66,

and BNSF-CHEROKEE0738-39. BNSF will supplement this response if responsive information is located.

In response to subpart d. of this request, BNSF identifies the following individuals and entities, each having received authority to access property, ROW or trackage within the identified Segments:

1. 0.8 Mile Segment

- Eagle Picher Mining & Smelting Co. and Eagle Picher Company. See BNSF-CHEROKEE0712-37.

2. 1.5 Mile Segment

- Kansas State Telephone Company. See BNSF-CHEROKEE0819-20.
- Roy Mitchelson. See BNSF-CHEROKEE0709-11.

3. 4.3 Mile Segment

- None identified to date.

4. 5.7 Mile Segment

- Cherokee County Rural Water District. See BNSF-CHEROKEE0816-18, BNSF-CHEROKEE0829.
- Craw Kan Telephone Coop, Inc. See BNSF-CHEROKEE0864-79.
- Craw Kan Telephone Cooperative Association. See BNSF-CHEROKEE0806-08, BNSF-CHEROKEE0835-37, BNSF-CHEROKEE0809-11.
- Empire Electric District Company. See BNSF-CHEROKEE0766-68, BNSF-CHEROKEE0791-92.
- R. O. Shaddy. See BNSF-CHEROKEE0759-65.
- Southwestern Bell Telephone Co. See BNSF-CHEROKEE0687-702.
- Spring River Power Company. See BNSF-CHEROKEE0625-28.

- **Spring River Public Wholesale Water Supply District No. 19. See BNSF-CHEROKEE0531-46.**
- **R. M. Thompson. See BNSF-CHEROKEE0756-58.**

5. 9.3 Mile Segment

- **City of Baxter Springs, Kansas. See BNSF-CHEROKEE0742-45, BNSF-CHEROKEE0752-55, BNSF-CHEROKEE0769-72, BNSF-CHEROKEE0830-31.**
- **Elmer Butterworth. See BNSF-CHEROKEE0812-15.**
- **Cherokee County, Kansas. See BNSF-CHEROKEE0832.**
- **Cherokee County Sanitary Sewer District No. 1 & No. 2. See BNSF-CHEROKEE0611-13.**
- **Cities Gas Service Co. See BNSF-CHEROKEE0703-05.**
- **H.K. Hockett. See BNSF-CHEROKEE0740-41.**
- **Empire District Electric Company. See BNSF-CHEROKEE0622-24, BNSF-CHEROKEE0641-46, BNSF-CHEROKEE0647-49, BNSF-CHEROKEE0650-52, BNSF-CHEROKEE0667-70, BNSF-CHEROKEE0680-83, BNSF-CHEROKEE0773-76, BNSF-CHEROKEE0777-79, BNSF-CHEROKEE0780-82, BNSF-CHEROKEE0783-85, BNSF-CHEROKEE0786-87, BNSF-CHEROKEE0838-41, BNSF-CHEROKEE0746-51.**
- **City of Galena, Kansas. See BNSF-CHEROKEE0822-26, BNSF-CHEROKEE0827-28, BNSF-CHEROKEE0833-34.**
- **Kansas Natural Gas Company. See BNSF-CHEROKEE0653-55, BNSF-CHEROKEE0675-79, BNSF-CHEROKEE0614-17.**
- **Kansas State Telephone Company. See BNSF-CHEROKEE0788-90, BNSF-CHEROKEE0793-94, BNSF-CHEROKEE0795-96, BNSF-CHEROKEE0797-99, BNSF-CHEROKEE0800-02, BNSF-CHEROKEE0803-05, BNSF-CHEROKEE0821, BNSF-CHEROKEE0588-90, BNSF-CHEROKEE0591-93, BNSF-CHEROKEE0594-96, BNSF-CHEROKEE0842-45.**

- Henry Mitchell. See BNSF-CHEROKEE0684-86.
- Quapaw Gas Co. See BNSF-CHEROKEE0656-58, BNSF-CHEROKEE0618-21.
- School Board of Riverton District No. 5. See BNSF-CHEROKEE0671-74.
- Southeast Kansas Education Center. See BNSF-CHEROKEE0597-601, BNSF-CHEROKEE0602-05, BNSF-CHEROKEE0606-10.
- Southern Star Central Gas Pipeline, Inc. See BNSF-CHEROKEE0846-63.
- Southwestern Bell Telephone Co. See BNSF-CHEROKEE0687-702.
- Union Public Service Co. See BNSF-CHEROKEE0706-08.
- Williams Natural Gas Co. See BNSF-CHEROKEE0846-63.

BNSF will supplement this response to subpart d. if additional, responsive information is located.

In response to subpart e. of this request, BNSF has conducted a diligent search, but has found no information responsive to this request to date. BNSF will supplement this response if responsive information is located.

In response to subpart f. of this request, other than the information supplied in response to subparts c. and d. of this request, BNSF is not aware of any other persons who exercised “actual control” of the Segments. BNSF will supplement this response if responsive information is located.

In response to subpart g. of this request, other than the information supplied in response to subparts c. and d. of this request, BNSF is not aware of any other persons with “significant authority” over the Segments. BNSF will supplement this response if responsive information is located.

In response to subpart h. of this request, BNSF refers to the information supplied in response to subparts c. and d. of this request. In addition, BNSF identifies the EPA, which received authority to access property, right-of-way (“ROW”) or trackage within the Segments for environmental assessment purposes. See BNSF-CHEROKEE0547-81, BNSF-

CHEROKEE0582-87. Beyond these, BNSF is not aware of any other person with “significant authority” over the Segments. BNSF will supplement this response if responsive information is located.

In response to subpart i. of this request, BNSF has conducted a diligent search, but has found no information responsive to this request to date. BNSF will supplement this response if responsive information is located.

3. If you are the current owner and/or current operator, did you acquire or operate the Property or any portion of the Property after the disposal or placement of hazardous substances on, or at the Property? Describe all of the facts on which you base the answer to the preceding question.

RESPONSE: See response to request 1. The ROD does not specify when the chat and tailings were added to or used within the railroad beds and ballast within the Site, and BNSF has not identified any records to date that address this topic. However, BNSF acquired its property interests within the Site in August 1873, BNSF-CHEROKEE0050-51, and the final property interests in January 1967. BNSF-CHEROKEE0008-0010.

4. At the time you acquired or operated the Property, did you know or have reason to know that any hazardous substance was disposed of on, or at the Site? Describe all investigations of the Site you undertook prior to acquiring the Property and all of the facts on which you base the answer to the preceding question.

RESPONSE: BNSF has conducted a diligent search, but has found no information responsive to this request to date. BNSF will supplement this response if responsive information is located.

5. Identify all prior owners of the Property. For each prior owner, further identify:
 - a. The dates of ownership;
 - b. All evidence showing that they controlled access to the Property; and;
 - c. All evidence that a hazardous substance was released or threatened to be released at the Property during the period that they owned the Property.

RESPONSE: In response to subparts a. and b. this request, BNSF refers EPA to the documents it provided on December 7, 2018. Specifically, BNSF-CHEROKEE0001, -08-10, -20-23, -50-51, and -267-272, which identify the prior owners for each of the parcels that comprise the Segments, the BNSF predecessor that obtained the interest in each given parcel, and the date upon which the interest was obtained. Likewise, BNSF has provided many of the underlying transactional records:

For 0.8 Mile Segment, see BNSF-CHEROKEE0002-07;

For 1.5 Mile Segment, see BNSF-CHEROKEE00011-19;

For 4.3 Mile Segment, see BNSF-CHEROKEE0024-49;

For 5.7 Mile Segment, see BNSF-CHEROKEE0052-266; and

For 9.3 Mile Segment, see BNSF-CHEROKEE0273-498.

BNSF continues to investigate, but has found no information responsive to subpart c. this request to date. BNSF will supplement this response if responsive information is located.

6. Identify all prior operators of the Property including lessors of the Property. For each such operator, further identify:
 - a. The dates of operation;
 - b. The nature of prior operations at the Property;
 - c. All evidence that they controlled access to the Property; and
 - d. All evidence that a hazardous substance was released or threatened to be released at or from the Property and/or its solid waste units during the period that they were operating the Property.

RESPONSE: BNSF refers EPA to the responses to requests 2 and 5. Because BNSF acquired its assets from various predecessors, BNSF did not receive predecessors' records in the ordinary course of business. Therefore, BNSF has in its possession, custody and control very little information regarding its predecessor's former operations or business, and is providing the relevant information it has been able to locate. No additional information has been found to date. BNSF will supplement this response if responsive information is located.

7. Describe the nature of your activities or business at the Property, with respect to purchasing, receiving, processing, storing, treating, disposing, or otherwise handling hazardous substances at the Site.

RESPONSE: BNSF and its predecessors used the Segments to operate a commercial railroad. BNSF has conducted a diligent search, but has found no specific information responsive to this request to date. BNSF will supplement this response if responsive information is located.

8. Did you ever use, purchase, generate, store, treat, dispose, or otherwise handle at the Site any hazardous substances? If the answer to the preceding question is anything but an unqualified "no," identify:

- a. In general terms, the nature and quantity of the hazardous substances so transported, used, purchased, generated, stored, treated, disposed, or otherwise handled;
- b. The chemical composition, characteristics, physical state (e.g., solid, liquid) of each hazardous substance so transported, used, purchased, generated, stored, treated, disposed, or otherwise handled;
- c. The persons who supplied you with each such hazardous substance;
- d. How each such hazardous substance was used, purchased, generated, stored, treated, transported, disposed or otherwise handled by you;
- e. When each such hazardous substance was used, purchased, generated, stored, treated, transported, disposed or otherwise handled by you;
- f. Where each such hazardous substance was used, purchased, generated, stored, treated, transported, disposed or otherwise handled by you; and
- g. The quantity of each such hazardous substance used, purchased, generated, stored, treated, transported, disposed or otherwise handled by you.

RESPONSE: BNSF has conducted a diligent search, but has found no information responsive to this request to date. BNSF will supplement this response if responsive information is located.

9. Identify all federal, state and local authorities that regulated the Property Operator and/or that interacted with the Property Operator. Your response is to address all interactions and in particular all contacts from agencies/departments that dealt with health and safety issues and environmental concerns.

RESPONSE: The Segments were generally subject to the jurisdiction of the ICC until 1995, when it was abolished, and the STB, ICC's successor, beginning in 1996. BNSF is not aware of any other authorities having jurisdiction over the Segments, whether in whole or in part, but there may be others. Likewise, BNSF is unaware of any interaction with or investigations by any authority, including for health and safety issues and environmental concerns. BNSF will supplement this response if responsive information is located.

10. Describe all occurrences associated with violations, citations, deficiencies, and/or accidents concerning the Property. Provide copies of all documents associated with such an occurrence.

RESPONSE: BNSF has conducted a diligent search, but has found no information demonstrating the existence of any violations, citations, deficiencies, and/or accidents occurring on or concerning the Segments. BNSF will supplement this response if responsive information is located.

11. Provide a list of all local, state and federal environmental permits ever granted for the Property or any part thereof (e.g., RCRA permits, NPDES permits, etc.).

RESPONSE: BNSF has conducted a diligent search, but has found no information demonstrating the existence of any environmental permits for the Segments. BNSF will supplement this response if responsive information is located.

12. Did BNSF ever file a Hazardous Waste Activity Notification under the Resource Conservation and Recovery Act (RCRA)? If so, provide a copy of such notification.

RESPONSE: For purposes of this response, BNSF interprets this request to be asking about any Hazardous Waste Activity Notifications filed in relation to the OU8, rather than generally. BNSF has conducted a diligent search, but has found no information demonstrating the existence of any such Notifications related to the Segments. BNSF will supplement this response if responsive information is located.

13. Provide information about the Property, including but not limited to the following:

- a. Property boundaries, including a written legal description;
- b. Location of underground utilities (telephone, electrical, sewer, water main, etc.);
- c. Surface structures (e.g., buildings, tanks, etc.);
- d. Groundwater wells, including drilling logs;
- e. Storm water drainage system;
- f. Any and all additions, demolitions or changes of any kind on, under or about the Site, its physical structures or to the property itself (e.g., excavation work); and any planned additions, demolitions or other changes to the site; and,
- g. All maps and drawings of the Site in your possession

RESPONSE: In response to subpart a. to this request, BNSF refers EPA to the documents provided on December 7, 2018.

In response to subpart b. of this request, BNSF refers EPA to the documents provided in response to request 2.d.

BNSF has conducted a diligent search and has found no information responsive to subparts c. through f. this request. BNSF will supplement this response if responsive information is located.

BNSF objects to subpart g. of this request as overly broad and excessive. BNSF possesses numerous maps and drawings of its former and current services areas, many of which may include areas within the Site, with

varying degrees of detail and accuracy. Any obligation to provide copies of all of these maps and drawings is unnecessary, overly burdensome, redundant, and will not assist in providing clarity in negotiations or remedial activities. If available, maps and drawings have already been provided with documents provided on December 7, 2018, and in response to request no. 2. BNSF notes it has also provided the map referenced above. See BNSF-CHEROKEE0880.

14. Provide all reports, information or data related to soil, water (ground and surface), or air quality and geology/hydrogeology at and about the Property completed by BNSF, its employees or agent(s). Provide copies of all documents containing such data and information, including both past and current aerial photographs as well as documents containing analysis or interpretation of such data.

RESPONSE: BNSF has conducted a diligent search, but, aside from EPA's own sampling results, has found no information responsive to this request to date. BNSF will supplement this response if responsive information is located.

15. Describe the acts or omissions of any persons other than your employees, agents or those persons with whom you had a contractual relationship that may have caused or exacerbated the release or threat of release of hazardous substances at the Property, and describe the damages relating therefrom and identify such persons. In addition:
 - a. Describe all precautions that you took against foreseeable acts or omissions of any such third parties and the consequences that could foreseeably result from such acts or omissions; and
 - b. Describe the care you exercised with respect to the hazardous substances found at the Property.

RESPONSE: EPA states in the ROD that "[t]he contamination was caused by the lead and zinc ore mining and processing that began . . . in the 1870s and continued until 1970. The mining and processing generated chat piles and tailings that are the sources of the [lead and zinc]." ROD, 1. While BNSF is seeking the basis of EPA's conclusion in that regard, BNSF has conducted a diligent search of its records, but has found no information responsive to this request. BNSF will supplement this response if responsive information is located.

16. [Withdrawn by EPA]

17. Identify all leaks, spills, or releases into the environment of any hazardous substances, pollutants, or contaminants that have occurred at or from the Property. In addition, identify:
- When such releases occurred;
 - How the releases occurred (e.g. when the substances were being stored, delivered by a vendor, transported or transferred to or from any tanks, drums, barrels, or recovery units, and treated);
 - The amount of each hazardous substance so released;
 - Where such releases occurred;
 - Any and all activities undertaken in response to each such release or threatened release, including the notification of any agencies or governmental units about the release;
 - Any and all investigations of the circumstances, nature, extent or location of each release or threatened release including, the results of any soil, water (ground and surface), or air testing undertaken; and,
 - All persons with information relating to these releases.

RESPONSE: BNSF has conducted a diligent search, but has found no information demonstrating the occurrence of any leaks, spills or releases of any hazardous substances, pollutants, or contaminants within the Segments. BNSF will supplement this response if responsive information is located.

18. Has any contaminated soil containing the contaminants of concern at the Site, i.e., lead, zinc and cadmium, ever been excavated or removed from the Property? Unless the answer to the preceding question is anything besides an unequivocal "no", identify:
- Amount of soil excavated;
 - Location of excavation;
 - Manner and place of disposal and/or storage of excavated soil;
 - Dates of soil excavation;
 - Identity of persons who excavated or removed the soil;
 - Reason for soil excavation;
 - Whether the excavation or removed soil contained hazardous substances and why the soil contained such substances;
 - All analyses or tests and results of analyses of the soil that was removed from the Property; and,
 - All persons, including contractors, with information about (a) through (h) of this request.

RESPONSE: BNSF has conducted a diligent search, but has found no information demonstrating that any soil has been removed or excavated. BNSF will supplement this response if responsive information is located.

19. Provide information and documentation concerning all inspections, evaluations, safety audits, correspondence and any other documents associated with the conditions, practices, and/or procedures at the Property.

RESPONSE: BNSF has conducted a diligent search, but has found no information responsive to this request to date. BNSF will supplement this response if responsive information is located.

20. Are you or your consultants planning to perform any investigations of the soil, water (ground or surface), geology, hydrology or air quality on or about the Property? If so, identify:
- a. What the nature and scope of these investigations will be;
 - b. The contractors or other persons that will undertake these investigations;
 - c. The purpose of the investigations;
 - d. The dates when such investigations will take place and be completed; and,
 - e. Where on the Site such investigations will take place.

RESPONSE: No investigations have been performed to date. Future plans are uncertain at this time.

21. If any of the documents solicited in this information request are no longer available, please indicate the reason why they are no longer available. If the records were destroyed, provide us with the following:
- a. the document retention policy;
 - b. a description of how the records were destroyed (burned, trashed, etc.) and the approximate date of destruction;
 - c. a description of the type of information that would have been contained in the documents;
 - d. the name, job title and most current address known by you of the person(s) who would have produced these documents, the person(s) who would have been responsible for the retention of these documents; the person(s) who would have been responsible for the destruction of these documents; and the person(s) who had and/or still may have the originals or copies of these documents; and,
 - e. the names and most current address of any person(s) who may possess documents relevant to this inquiry.

RESPONSE: BNSF reasserts its general objection as to the unlimited timeframe of these requests. Because BNSF acquired its assets from various predecessors, BNSF did not receive predecessors' records in the ordinary course of business. Therefore, BNSF has in its possession, custody and control very little information regarding its predecessors'

former operations or business, and is providing the relevant information it has been able to locate. Additionally, because the rail operations at the Site extended over a significant period and ended many years ago, typical document retention policies would not have preserved relevant documents. BNSF will supplement this response if responsive information is located.

22. Identify all companies, firms, facilities and individuals from whom BNSF obtained, or who supplied materials containing any hazardous substances for disposal at the Property.

RESPONSE: BNSF has conducted a diligent search, but has found no information responsive to this request to date. BNSF will supplement this response if responsive information is located.

23. Identify all companies or persons whose hazardous substances have been treated, stored, or disposed of at the Property include information regarding the following:

- a. Location and address of each such company or person who sent such materials, including contact person(s) within said companies;
- b. Shipping records pertaining to such materials sent by each such company or person, including but not limited to invoices, bills of lading, weight tickets, and purchase orders; and,
- c. Identification and location of all companies and individuals who transported said materials.

RESPONSE: BNSF has conducted a diligent search, but has found no information responsive to this request to date. BNSF will supplement this response if responsive information is located.

24. Identify any and all companies, firms, facilities and individuals from whom BNSF has obtained information related to such entities' potential CERCLA liability for the Property, including but not limited to former owners, former operators, arrangers or transporters of hazardous substances, waste materials at the Property. Include information regarding Locations of such other entities' ownership, operation, arrangement or transportation of

- a. Any hazardous substances;
- b. Any records, documents pertaining to such materials and other entities; and,
- c. Identification and location of such companies, firms, facilities and individuals.

RESPONSE: BNSF has conducted a diligent search, but has found no information responsive to this request to date. BNSF will supplement this response if responsive information is located.

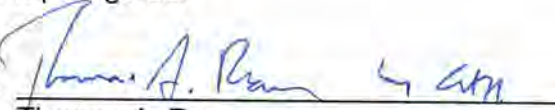
25. Identify any and all companies, firms, facilities and individuals for whom BNSF has any information related to such entities' operations/ownership or former operations/ownership of any rail road lines or corridors located within the Site. See map of RR lines and corridors subject to remedial action under the selected remedy for the OU8 ROD (2016).

RESPONSE: Aside from information provided in response to requests 1, 2, 5, and 6, BNSF has found no information responsive to this request to date. BNSF will supplement this response if responsive information is located.

The information provided herein is as accurate and complete as possible at this time. BNSF will supplement this letter upon the discovery of documents or other information that modifies any of the responses herein. BNSF is always cooperative with regulating authorities and will be so for this matter as well. We look forward to meeting with you to discuss this matter.

Sincerely yours,

Lathrop Gage LLP

By: 
Thomas A. Ryan

TAR/gah

Enclosures

SPRINGFIELD DIVISION

W. D. Macormic—Division Superintendent, Springfield

J. P. KAY	Asst. Supt. Transportation	Springfield
M. A. KOTTER	Asst. Supt. Transportation	Springfield
D. E. HIETT	Asst. Supt. Maintenance	Springfield
G. L. TOWNSEND	Asst. Supt. Administration	Springfield
R. L. SPEIR	Trainmaster	Springfield
F. E. THURSTON	Trainmaster-Agent	Joplin
B. J. MAYS	Trainmaster-Agent	Fl. Scott
G. J. KONECNY	Terminal Trainmaster	Springfield
M. O. TRUE	Terminal Trainmaster	Springfield
R. D. STEVENS	Terminal Trainmaster	Springfield
B. E. MOORE	Road Foreman	Springfield
D. G. WILLIS	Road Foreman	Springfield
A. D. MARDEN	Road Foreman	Fl. Scott

J. W. Tolbert—Terminal Superintendent, Kansas City

C. L. CARLSON	Asst. Terminal Superintendent	Kansas City
R. I. CHERNER	Terminal Trainmaster	Kansas City
R. W. SCHOENEBECK	Terminal Trainmaster	Kansas City
R. W. KIPPER	Terminal Trainmaster	Kansas City
E. B. MAMER	Terminal Trainmaster	Kansas City
J. L. HAUBRICK	Terminal Trainmaster	Kansas City
D. R. HANSON	Terminal Trainmaster	Kansas City
C. E. WHERRY	Terminal Trainmaster	Kansas City

MEMPHIS DIVISION

W. V. Eisenman—Division Superintendent, Memphis

R. L. BEEM	Asst. Supt. Transportation	Birmingham
C. W. CALDER	Asst. Supt. Transportation	Memphis
C. S. KETTENRING	Asst. Supt. Maintenance	Memphis
J. P. STEWARD	Asst. Supt. Administration	Memphis
L. A. BROWER	Trainmaster	Chaffee
F. W. COMISKEY	Trainmaster	Thayer
R. E. STEPHENS	Trainmaster	Birmingham
J. G. HERRING	Trainmaster	Amory
J. M. SANDERS	Trainmaster-Agent	Mobile-Pensacola
D. M. KLUTHE	Terminal Trainmaster	Birmingham
W. L. MARTIN	Terminal Trainmaster	Birmingham
M. R. WHITE	Road Foreman	Memphis
B. D. BELONGY	Road Foreman	Memphis
L. L. EDGEWORTH	Road Foreman	Amory

C. J. Greeling—Terminal Superintendent, Memphis

C. P. EVANS	Asst. Terminal Superintendent	Memphis
S. F. WEST	Terminal Trainmaster	Memphis
W. S. SMITH	Terminal Trainmaster	Memphis
J. L. GERLEMAN	Terminal Trainmaster	Memphis
J. K. MCCREERY	Terminal Trainmaster	Memphis

FORT WORTH DIVISION

G. W. Williams—Division Superintendent, Fort Worth

J. H. GRUNDMANN	Asst. Supt. Transportation	Fort Worth
J. R. GILLETTE	Asst. Supt. Maintenance	Fort Worth
J. D. DRESSLER	Asst. Supt. Administration	Fort Worth
G. SERNA	General Road Foreman	Tulsa
C. E. PAYNE	Trainmaster	Madill
C. L. HARRISON	Trainmaster	Hugo
K. SEWELL	Trainmaster	Enid
R. E. RUST	Trainmaster	Oklahoma City
E. A. CHESTER	Terminal Trainmaster	Irving
C. REYNOLDS	Trainmaster	Houston
D. L. BANTER	Trainmaster-Road Foreman	Teague
B. A. BRYAN	Trainmaster	Wichita Falls
K. R. LARSEN	Trainmaster-Road Foreman	Wichita Falls
R. E. ROBERTS	Asst. Trainmaster	Irving
A. J. PHILLIPS	Road Foreman	Madill
M. L. COLEMAN	Road Foreman	Oklahoma City

T. D. Rainey—Terminal Superintendent, Tulsa

J. E. DOUGHMAN	Asst. Terminal Superintendent	Tulsa
W. P. MACKENZIE	Terminal Trainmaster	Tulsa
J. T. CAIN	Terminal Trainmaster	Tulsa
W. C. BLACKLER	Terminal Trainmaster	Tulsa
C. L. MALLONEE	Terminal Trainmaster-Agent	Tulsa

W. T. REILLY—Terminal Superintendent, Fort Worth

D. L. STULL	Terminal Trainmaster	Fort Worth
M. R. EVANS	Trainmaster-Road Foreman	Fort Worth

REGION TRANSPORTATION

M. H. Steele—Superintendent Transportation, Springfield

D. W. BLACK	Manager Train Operations	Springfield
D. H. JETER	Chief Dispatcher	Springfield
C. E. ENYART	Chief Dispatcher	Springfield
A. D. WILKERSON	Chief Dispatcher	Springfield
B. G. GILBERT	Chief Dispatcher	Fort Worth

Printed in U.S.A.

BURLINGTON NORTHERN RAILROAD CO. SPRINGFIELD REGION

SPRINGFIELD, TULSA AND
MEMPHIS DIVISIONS

TIMETABLE NO. 6

IN EFFECT AT 0001
Continental Central Standard Time

Sunday, October 26, 1986

Vice President
R. S. HOWERY

General Manager
A. J. THOMPSON

Vice President
Transportation—System
J. R. GALASSI

- Sunshine Street MP 242.6 until engine over crossing 10 MPH.
Cars heavier than 220,000 lbs., over Bridge 165.8 10 MPH.
2. **Bridge, Engine and Heavy Car Restrictions—**
Cars heavier than 263,000 lbs. not permitted.
Locomotives in Groups G, H and I not permitted.
 3. **Train Register Exceptions—None.**
 4. **Clearance Provisions and Exceptions Rule 82(A)—None.**
 5. **Rule 99—**Unless otherwise provided, protection against following trains is not required between Bolivar and Kissick. When flagging is required, distance will be 1 mile.
 6. **Rule 93—**Yard limit in effect Springfield Yard to Willard and MP 237.3 to MP 249.1.
 7. **TWC—**In effect between Bolivar and Willard.
Train location line-up will be issued by train dispatcher in accordance with Rule 35 of the Rules of the MW for track occupancy not protected by Track Warrant Authority.
 8. **Rule 105—**In effect between MP 237.2 and MP 242.0.
 9. **Kissick—**Electronic scale at MP 248.9 automatically weighs loads arriving and empties leaving Power Plant.

Do not exceed speed of 3 MPH from a point 250 feet approaching scale pit from either direction until entire train has passed a point 75 feet beyond scale pit. Speed signs placed at the points indicated above and advance warning signs placed 500 feet, preceding point where 3 MPH applies.

A three color light positioned on a mast on North side of track, adjacent to scale equipment building indicates train speed in relation to weighing. GREEN indication displayed 3.5 MPH and below, YELLOW 3.5 to 4 MPH, RED 4 MPH or above during scale operation. Crew member must observe this color light indicator while scale in operation to see speed of 3 MPH is not exceeded, in order to properly weigh cars. Speed of 4 MPH or greater will render scale inoperative.

Do not power, brake or use sand on locomotive while passing over scale pit.

S O U T H W A R D	Length of Siding in Feet	Station Numbers	Line Segment	Mile Post Location	5th Subdiv MAIN LINE STATIONS		Distance From Edward	N O R T H W A R D
					Office Calls	Rule 8(A)		
		93103		102.7	EW EDWARD	J	0.0	
					14.3			
	7,550	97117		117.0	FG FARLINGTON		14.3	
					12.6			
	7,600	97130		129.6	ZH BEULAH		26.9	
					6.3			
					CH CHEROKEE			
					To Pittsburg 9.0			
		97136		135.9	To Parsons 25.0	JT	33.2	
					0.8			
					M.P.	M	34.0	
					4.0			
	7,550	97141		140.7	UC SCAMMON	CTC	38.0	
					7.0			
		97148		147.7	CB COLUMBUS	ABJKT	45.0	
					(8th SUB)			
					6.1			
	7,420	97154		153.8	NU NEUTRAL		51.1	
					5.2			
		97159		159.0	BX BAXTER SPGS.	JT	56.3	
					6.3			
	7,600	97165		165.3	QP QUAPAW	T	62.6	
					7.2			
		97173		172.5	ME MIAMI	BK	69.8	
					6.7			
	7,577	97179		179.2	NI NARCISSE		76.5	
					7.5			
		96347		186.2	KO AFTON JCT.	J	84.0	

BN Radio Channel No. 2 in service on this Subdivision.
Train Dispatcher Call—5

1. Speed Restrictions— Zone—Between

Maximum Speeds Permitted

Edward and Afton Jct.	55 MPH.
Until engine through limits:	
MP 124.2 and MP 125.3	20 MPH.
MP 135.6 and MP 136.7	20 MPH.
MP 140.3 and MP 140.9	35 MPH.
MP 146.6 and MP 148.5	30 MPH.
MP 159.2 and MP 160.2 Until engine through limits	35 MPH.
MP 171.7 and MP 173.2	35 MPH.
MP 186.1 and MP 186.7	35 MPH.
Through turnouts controlled sidings	20 MPH.
Except: Through turnout north Columbus	15 MPH.
Baxter Springs—Picher Lead Between West End	
Hartley and Highway 69 Picher	20 MPH.
Quapaw—Central Mill over Circle Track Switch and	
Circle Track	5 MPH.
Parsons Lead MP 145.4 and MP 172.0	10 MPH.
MP 145.4 and MP 172.0 is identified as Excepted	
Track under FRA Track Safety Standards Rule	
213.4 which restricts operating speed to maximum 10	
MPH and prohibits revenue passenger trains and	
provides that no freight train shall be operated that	
contains more than five cars required to be placarded	
by the Hazardous Materials Regulation (49 CFR	
Part 172):	
Parsons: All tracks inside gate at Kansas Army	
Ammo Plant	20 MPH.
Pittsburg lead, MP 144.8 and MP 138.3, Highway 69	
by-pass	30 MPH.
Except at MP 142.3; Broadway Street MP 137.6	
and Walnut Street MP 134.8 until engine through	
limits	5 MPH.

2. Bridge, Engine and Heavy Car Restrictions—

Between Cherokee and Pittsburg, between Cherokee and Strauss, between Baxter Springs and Ballard and between Quapaw and Central Mill Cars heavier than 263,000 lbs. not permitted.

Between Strauss and Parsons cars heavier than 220,000 lbs. not permitted.

Locomotives in Groups G, H and I not permitted: Wye at Cherokee, Pittsburg lead, Parsons lead, Ballard lead, Picher lead, Central Mill lead, yard tracks Girard, wye Columbus, BFG lead at Miami and wye at Quapaw.

3. **Train Register Exceptions**—None.
 4. **Clearance Provisions and Exceptions Rule 82(A)**—
Southward trains from Springfield Third Subdivision destined Springfield Second Subdivision must secure a clearance at Ft. Scott from Springfield Second Subdivision train dispatcher. Clearance is not required at Afton Jct. or Edward.
 5. **Rule 99**—When flagging is required, distance will be 2 miles.
 6. **Rule 450**—In effect.
 7. **CTC**—In effect between MP 102.7 and MP 186.2
 8. **Parsons**—Sixteenth St., Appleton Ave. and Main St. must be protected by member of crew from ground position, unless it is known signal lights operating. Main track must not be used between north end of turnaround track, piggyback ramp and end of track.
 9. **Track Side Warning Detectors protecting bridges, tunnels or other structures**—None.
- Other Track Side Warning Detectors**—
Radio Reporter: MP 121.1, MP 162.5

Length of Siding in Feet	Station Numbers	Line Segment	Mile Post Location	6th Subdiv BRANCH LINE STATIONS			Distance From Birmingham
				Office Calls	Rule 8(A)		
	25291	18	216.2	BIRMINGHAM	IJY	CTC	0.0
	76406		210.5	LIBERTY	Y		5.7
	76416		199.1	KEARNEY	Y		17.1

BN Radio Channel No. 2 in service on this Subdivision.

1. **Speed Restrictions—**
Zone—Between **Maximum Speeds Permitted**
Birmingham and Kearney 20 MPH.
2. **Bridge, Engine and Heavy Car Restrictions**—
Locomotives in Groups G, H and I not permitted.
3. **Train Register Exceptions**—None.
4. **Clearance Provisions and Exceptions Rule 82(A)**—
Trains receiving a clearance at Kansas City will not require a clearance at Birmingham.
5. **Rule 99**—Unless otherwise provided, protection against following trains is not required. When flagging is required, distance will be 1 mile.
6. **Rule 93**—Yard limit in effect entire subdivision.

Length of Siding in Feet	Station Numbers	Line Segment	Mile Post Location	7th Subdiv BRANCH LINE STATIONS			Distance From Kansas City
				Office Calls	Rule 8(A)		
	93001	1005	0.0	KANSAS CITY (19th St.)	BJKRTY		0.0
			0.4	25th St. JCT.	JY		0.4
			0.4				

BETWEEN 25th ST. AND KC BELT JCT. GREATER KANSAS CITY AREA OPERATING RULES IN EFFECT.

		5.7	K. C. BELT JCT.	JY	5.7
		5.9	SHEFFIELD JCT.	IJY	5.9
		6.0	SHEFFIELD	Y	6.0
95006	1005	7.4	CENTROPOLIS	Y	7.4
95007		8.8	LEEDS JCT.	JY	8.8
		10.3	LEEDS	Y	10.3
95010		11.7	B.V. JCT.	JY	11.7

BETWEEN BV JCT. AND DODSON U.P. RAILROAD RULES AND TIMETABLE GOVERN.

		16.0	DODSON	JY	16.0
		17.7	FLINN	Y	17.7
		18.0	HOLMES	Y	18.0
		20.0	JEFFREYS	Y	20.0
95023	1005	22.7	GRANDVIEW	Y	22.7
95028		28.2	BELTON	Y	28.2
		44.8	U.P.	MY	44.8
95045		45.2	HARRISONVILLE	Y	45.2
95052		51.8	EAST LYNNE	Y	51.8

BN Radio Channel No. 2 in service on this Subdivision.

1. **Speed Restrictions—**
Zone—Between **Maximum Speeds Permitted**
Kansas City, 19th St and East Lynne 20 MPH.
MP 9.5, 37th St., until engine or lead car over crossing 10 MPH.
MP 16.1 and MP 21.3 10 MPH.
MP 24.5 until engine over switch 15 MPH.
MP 25.9 and MP 25.9 Until engine through limits ... 10 MPH.
2. **Bridge, Engine and Heavy Car Restrictions**—
Cars heavier than 263,000 lbs. not permitted between 19th Street and East Lynne.
Between Leeds Jct. and East Lynne each car heavier than 220,000 lbs. must be preceded and followed by cars not heavier than 177,000 lbs.
Locomotives in Groups G, H and I not permitted.
3. **Train Register Exceptions**—None.
4. **Clearance Provisions and Exceptions Rule 82(A)**—None.
5. **Rule 99**—Unless otherwise provided, protection against following trains not required. When flagging is required, distance will be 1.5 mile.
6. **Rule 93**—Yard limit in effect on entire subdivision.
7. **Kansas City Terminal Area**—
Trains will use K.C.T. tracks between 25th St. Jct. and K.C. Belt Jct.
Trains will use Union Pacific tracks between B. V. Jct. and Dodson.

M. A. Kotter-Superintendent Operations, Springfield

T. M. LEWIS	Mgr. Operating Practices	Springfield
B. J. MAYS	Trainmaster	Ft. Scott
A. D. MARDEN	Trainmaster	Ft. Scott
R. L. SPEIR	Trainmaster	Springfield
B. E. MOORE	Trainmaster	Springfield
F. E. THURSTON	Trainmaster	Joplin
	Trainmaster	Joplin
J. P. KAY	Asst. Supt. Term. Operations	Springfield
L. L. OWENS	Terminal Trainmaster	Springfield
M. O. TRUE	Terminal Trainmaster	Springfield
R. D. STEVENS	Terminal Trainmaster	Springfield
D. L. RAY	Asst. Term. Trainmaster	Springfield

J. B. Wright-Superintendent Operations, Memphis

M. J. LOVELADY	Mgr. Operating Practices	Memphis
B. D. BELONGY	Trainmaster	Cape Girardeau
R. L. HARRISON	Trainmaster	Cape Girardeau
D. G. WILLIS	Trainmaster	Thayer
J. P. STEWARD	Trainmaster	Memphis
D. L. DAVENPORT	Trainmaster	Memphis
L. L. EDGEWORTH	Trainmaster	Amory
J. M. SANDERS	Trainmaster	Mobile-Pensacola
W. L. MARTIN	Terminal Manager	Birmingham
R. P. SHAPLEY	Terminal Trainmaster	Birmingham

G. A. LaValley-Terminal Superintendent, Kansas City

C. L. CARLSON	Asst. Supt. Term. Operations	Kansas City
R. I. CHERNER	Terminal Trainmaster	Kansas City
R. W. SCHOENBECK	Terminal Trainmaster	Kansas City
R. W. KIPPER	Terminal Trainmaster	Kansas City
E. B. MAMER	Terminal Trainmaster	Kansas City
J. L. HAUBRICK	Terminal Trainmaster	Kansas City
M. L. COLEMAN	Terminal Trainmaster	Kansas City
D. W. HEARST	Terminal Trainmaster	Kansas City

R. R. Stimart-Terminal Superintendent, Memphis

C. P. EVANS	Asst. Supt. Term. Operations	Memphis
W. S. SMITH	Terminal Trainmaster	Memphis
D. W. BLACK	Terminal Trainmaster	Memphis
C. D. SHARP	Terminal Trainmaster	Memphis
W. R. GREEVES	Terminal Trainmaster	Memphis
	Terminal Trainmaster	Memphis

C. W. Calder-Terminal Superintendent, St. Louis

H. A. ROGERS	Asst. Supt. Term. Operations	St. Louis
C. C. LOFTON	Terminal Trainmaster	St. Louis
D. F. LADD	Terminal Trainmaster	St. Louis
S. D. SCHMIDT	Terminal Trainmaster	St. Louis
R. L. DENT	Terminal Trainmaster	St. Louis
B. A. TURNER	Terminal Trainmaster	St. Louis
D. A. BOARDMAN	Terminal Trainmaster	St. Louis
T. P. EASON	Asst. Term. Trainmaster	St. Louis

REGION TRANSPORTATION

C. J. Greeing-Superintendent Transportation, Springfield

C. REYNOLDS	Mgr. Transportation Services	Springfield
D. H. JETER	Chief Dispatcher	Springfield
A. D. WILKERSON	Chief Dispatcher	Springfield
	Chief Dispatcher	Springfield

Printed in U.S.A.



SOUTHERN REGION

SPRINGFIELD DIVISION

TIMETABLE NO. 1

IN EFFECT AT 0001
Continental Central Time

**Sunday
October 30, 1988**

Region Vice President
R. S. HOWERY

Division General Manager
H. H. PAYNE

Vice President Transportation
W. A. HATTON

Length of Siding In Feet	Station Nos.	Line Segment	Mile Post Location	7th Subdiv MAIN LINE STATIONS		Distance from Edward
				Office Calls	Rule 6(A)	
	93103		102.7	EW EDWARD	J	0.0
7,550	97117		117.0	FG FARLINGTON		14.3
7,600	97130		129.6	BU BEULAH		26.9
	97136		135.9	CH CHEROKEE	T	33.2
				To Pittsburg 9.0		
			136.7	S.E.K.	M	34.0
7,550	97141		140.7	SM SCAMMON	CTC	38.0
	97148	1040	147.7	CB COLUMBUS (8th SUB)	ABJKT	45.0
7,420	97154		153.8	NU NEUTRAL		51.1
	97159		159.0	BX BAXTER SPRINGS	T	56.3
7,600	97165		165.3	QP QUAPAW	T	62.6
	97173		172.5	ME MIAMI	8K	69.8
7,577	97179		179.2	NI NARCISSA		76.5
	96347		186.3	FJ AFTON JCT.	J	83.6

BN Radio Channel No. 2 in service on this Subdivision.
Train Dispatcher Calls-Joplin-35, Miami-25.

1. Speed Restrictions- Zone-Between

Maximum Speeds Permitted

Until engine through limits:
MP 124.2 and MP 125.3..... 20 MPH.
MP 135.6 and MP 136.7..... 35 MPH.
MP 140.3 and MP 140.9..... 35 MPH.
MP 146.6 and MP 148.5..... 30 MPH.
MP 159.2 and MP 160.2..... 35 MPH.
MP 171.7 and MP 173.2..... 35 MPH.
MP 186.1 and MP 186.3..... 25 MPH.
Through turnouts controlled sidings 20 MPH.
Through turnout north Columbus 15 MPH.
Pittsburg lead, MP 144.8 and MP 138.3, Highway 69
by-pass..... 30 MPH.
Except at MP 142.3; Broadway Street MP 137.6
and Walnut Street MP 134.8 until engine through
limits 5 MPH.
Baxter Springs
North leg of wye from Main Track
to Willow Street 5 MPH.
Central Mill over Circle Track Switch and Circle Track 5 MPH.
The following locations are FRA Excepted Track - See All Sub-
divisions Item 6:
Picher Lead
Central Mill Lead

2. Bridge, Engine and Car Restrictions-

Between Cherokee and Pittsburg and between Quapaw and Central
Mill cars heavier than 263,000 lbs. not permitted.
Locomotives in Groups G, H and I not permitted: Girard yard tracks,
Cherokee wye, Pittsburg lead, Columbus wye, Baxter Springs yard
tracks and south wye (except: these locomotives ARE permitted on
scale track, pass, and north wye; however, do not exceed two of these
locomotives on north wye.), Central Mill lead, Picher lead, Quapaw
wye, and Miami BFG lead. Not more than two of these locomotives
are permitted between Baxter Springs and Riverton.

3. Main Track Information and Block System and/or TWC Limits-

CTC- In effect between MP 102.7 and MP 186.2

4. General Code of Operating Rules-

Rule 82(A)-

Edward- Southward trains from 3rd Subdivision must have secured a
clearance from 7th Subdivision train dispatcher and will not require
clearance at Edward.

Afton Jct.- Northward trains from 2nd Subdivision must have secured
clearance from 7th Subdivision train dispatcher and will not require
clearance at Afton Jct.

Rule 99- When flagging is required, distance will be 2 miles.

Rule 350(B)- Following switches are not equipped with electric locks:
Baxter Springs
MP 159.2 Co-op Track

Rule 405- In effect at Columbus. When operators are on duty, they
will deliver track bulletins and clearances or Track Warrants to train
crew. When operators are not on duty, train crews will remove track
bulletins and clearances or Track Warrants from printer.

Rule 450- In effect.

5. Special Conditions-

Pittsburg Lead: From Cherokee to Pittsburg- Crew members must
protect the following crossings from the ground position unless crossing
warning signals are known to be operating for over 20 seconds:

MP 138.2 Highway #69 Bypass
MP 137.6 Broadway
MP 135.1 Elm
MP 134.9 Locust
MP 134.8 Broadway
MP 134.7 Walnut

Baxter Springs- Coal cars, loaded or empty, NOT permitted on south
leg of wye, Storage track no. 1, or elevator track.

Baxter Springs to Riverton- Flag Highway 66 crossing from ground
position unless flashers are known to be working.

Riverton- Track ends 1800 feet east of east switch.

6. Track Side Warning Detectors protecting bridges, tunnels or other structures- None.

Other Track Side Warning Detectors-

Radio Reporter: Girard MP 121.1, Quapaw MP 162.5

7. Industrial Tracks and Other Tracks-

Name	Miles-Location	Capacity Cars	Switch Opens
97124 Girard	7.4 south of Farlington	60	Both
97237 Pittsburg	9.0 east of Cherokee	Yard	Both
97241 Sinclair	3.6 east of Cherokee	18	
97344 Riverton	4.1 east of Baxter Springs		
97169 Central Mill Spur	3.7 west of Quapaw (Wye)	Yard	

EC

(X) 100-10904 (Sub-No. 322X)
INTERSTATE COMMERCE COMMISSION

SERVICE DATE

OCT 19 1990

DECISION: The Commission has decided that the proposed abandonment of the line between milepost 186.75, at Baxter Junction, in Cherokee County, KS, and milepost 181.64, at Picher, in Ottawa County, OK, a distance of approximately 5.26 miles, is in the public interest. The Railway Labor Executives' Association and the United Transportation Union seek imposition of labor protective conditions. We will grant the petition subject to the standard employee protective conditions.

BURLINGTON NORTHERN RAILROAD COMPANY--ABANDONMENT EXEMPTION--
IN CHEROKEE COUNTY, KS, AND OTTAWA COUNTY, OK
Decided: October 9, 1990
FORT WORTH

The proposed abandonment of the line between milepost 186.75, at Baxter Junction, in Cherokee County, KS, and milepost 181.64, at Picher, in Ottawa County, OK, a distance of approximately 5.26 miles, is in the public interest. The Railway Labor Executives' Association and the United Transportation Union seek imposition of labor protective conditions. We will grant the petition subject to the standard employee protective conditions.

The line proposed for abandonment currently serves one shipper located near Picher, OK, Humble Sand & Gravel, Inc. (Humble), which moves chat. Over a 10-year period the number of shipments over the involved line has fluctuated widely. In 1982 a high of 243 carloads moved, but since then traffic has diminished steadily to the point that only 3 carloads moved in 1989. For the past 5 years, service has been provided only on an as needed basis. BN indicates that Humble has confirmed that it would not oppose the abandonment.

The 5.26-mile is presently in excepted track condition with a maximum train speed of 10 miles per hour. Bridges are in good condition; however, according to BN, the ties, track material, ballast, drainage, and alignment and surface are all in fair to poor condition. Another inherent operating problem is that the track configuration requires a shoving move around a 180-degree Delta curve in order to serve Humble.

BN calculates a net salvage value of track materials of \$83,800 based on current market prices and a marketable value of \$19,595 for property held in fee title. It states these values are approximately 94 percent of the total value of the involved property.

BN has served its petition on the Military Traffic Management Command of the United States Department of Defense, the Governors of Kansas and Oklahoma, the Kansas State Corporation Commission, the Oklahoma Corporation Commission, the Kansas and Oklahoma Departments of Transportation, and Humble.

Under 49 U.S.C. 10903-10904, a rail line may not be abandoned without prior Commission approval. However, under 49 U.S.C. 10505, we must exempt a transaction or service from regulation when we find that: (1) continued regulation is not necessary to carry out the rail transportation policy of 49 U.S.C. 10101a; and (2) either (a) the transaction or service is of limited scope, or (b) regulation is not necessary to protect shippers from the abuse of market power.

Detailed scrutiny under 49 U.S.C. 10903-10904 is not necessary to carry out the rail transportation policy. By minimizing the administrative expense of abandoning this line, an

¹ Calculation of the difference between mileposts would be 5.11 miles; however, the actual distance of the line is slightly greater due to track relocation involving curves.

exemption will expedite regulatory decisions and reduce regulatory barriers to exit [49 U.S.C. 10101a(2) and (7)]. By allowing BN to avoid the operating and maintenance costs on this low-volume line, the exemption also will foster sound economic conditions and encourage efficient management [49 U.S.C. 10101a(3), (5), and (10)]. Other aspects of the railroad transportation policy are not affected adversely. For example, competition and the continuation of a sound transportation system are not affected since the involved shipper has been consulted and has not objected.

The transaction is limited in scope since the proposed abandonment involves a line of only 5.26 miles, providing service to only one shipper (Humble) with very light traffic. BN states it has notified that shipper of its abandonment proposal. Accordingly, we conclude that regulation is not necessary to protect shipper from an abuse of market power. However, to ensure that the shipper is informed of our action, we will require that BN serve a copy of this decision on Humble, and certify to us that it has done so within 5 days after the service date of this decision.

Under 49 U.S.C. 10505(g), we may not use our exemption authority to relieve a carrier of a statutory obligation to protect the interests of its employees. Accordingly, as a condition to granting this exemption, we will impose the employee protective conditions in Oregon Short Line R. Co.--Abandonment--Goshen, 360 I.C.C. 91 (1979).

BN has submitted an environmental report with its petition and has notified the appropriate Kansas and Oklahoma agencies of the opportunity to submit information concerning the energy and environmental impact of the proposed action. See 49 CFR 1105.11. Our Section of Energy and Environment (SEE) has examined BN's environmental report, verified the data it contains, and analyzed the probable effect of the proposed action on the quality of the human environment. Based upon SEE's recommendations, we conclude that the proposed abandonment, if implemented, will not significantly affect the quality of the human environment or conservation of energy resources and that the right-of-way may be suitable for other public use. However, no party has requested a public use condition, and we will not impose one here. Nevertheless, we will provide a period of 10 days after Federal Register publication for interested persons to request a public use condition.

It is ordered:

1. Under 49 U.S.C. 10505, we exempt from the prior approval requirements of 49 U.S.C. 10903-10904 the abandonment by BN of the above-described 5.26-mile line, subject to the employee protective conditions in Oregon Short Line R. Co.--Abandonment--Goshen, 360 I.C.C. 91 (1979).
2. Notice will be published in the Federal Register on October 19, 1990.
3. BN is directed to serve a copy of this decision on Humble Sand & Gravel, Inc., and to certify to this Commission that service has been effected within 5 days after the service date of this decision.
4. Provided no formal expression of intent to file an offer of financial assistance has been received, this exemption will be effective on November 18, 1990.

5. Formal expressions of intent to file an offer² of financial assistance under 49 CFR 1152.27(c)(2) must be filed by October 29, 1990, petitions to stay must be filed by November 5, 1990, and petitions for reconsideration must be filed by November 15, 1990.

6. If a formal expression of intent to file an offer of financial assistance has been timely submitted, an offer of financial assistance to allow rail service to continue must be received by the railroad and the Commission within 30 days after publication, subject to extensions of time authorized under 49 CFR 1152.27(c)(2)(ii)(C) and (D). The offeror must comply with 49 U.S.C. 10905 and 49 CFR 1152.27(c)(2).

7. Offers of financial assistance and related correspondence to the Commission must refer to this proceeding. The following notation must be typed in bold face on the lower left-hand corner of the envelope: **"Rail Section, AB-OFA."**

8. Requests for a public use condition in conformity with 49 CFR 1152.28(a)(2) must be filed by October 29, 1990.

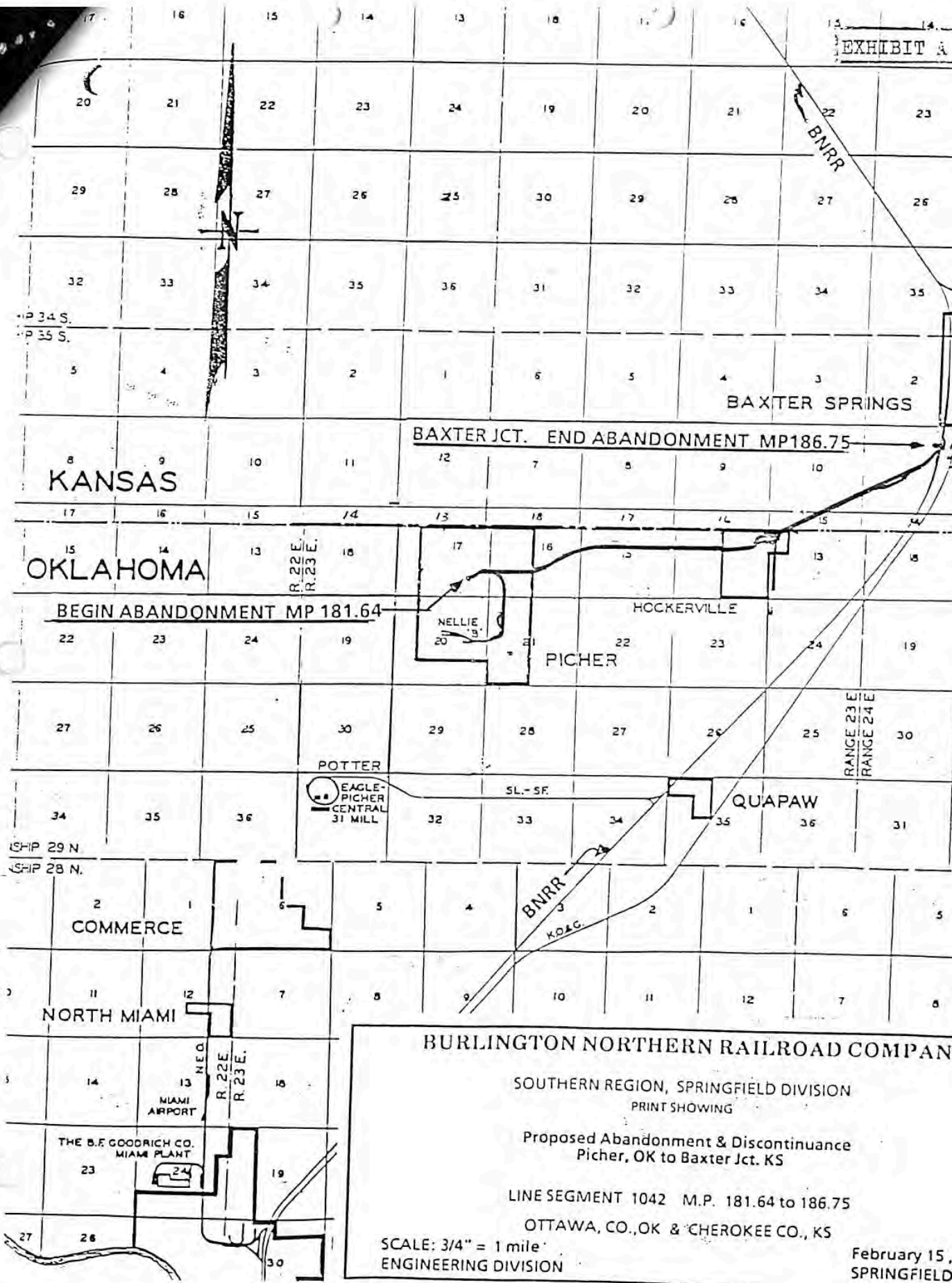
By the Commission, Chairman Philbin, Vice Chairman Phillips, Commissioners Simmons, Lamboley, and Emmett. Commissioner Lamboley did not participate in the disposition of this proceeding.

(SEAL)

Sidney L. Strickland, Jr.
Secretary

² See Exempt. of Rail Abandonment--Offers of Finan. Assist., 4 I.C.C.2d 164 (1987).

EXHIBIT A



Effective 12-26-67
MHL

CERTIFICATE AND ORDER

SERVICE DATE
NOVEMBER 21, 1967

At a Session of the INTERSTATE COMMERCE COMMISSION, Review
Board Number 5, held at its office in Washington, D. C.,
on the 13th day of November, 1967.

Finance Docket No. 24652

ST. LOUIS-SAN FRANCISCO RAILWAY CO. ABANDONMENT
BETWEEN COLUMBUS JUNCTION AND CARONA, KANSAS

Upon consideration of the application filed under section 1(18) of the Interstate Commerce Act on July 7, 1967, as amended by letter filed October 23, 1967, by the St. Louis-San Francisco Railway Company, a common carrier by railroad subject to the provisions of part I of the Act, for permission to abandon a segment of branch line extending from a point at or near Cravensville, Kansas to Carona, Kansas between a point at or near milepost 12.6 and a point at or near milepost 32.6 at the end of the line approximately 20 miles, all in Cherokee County, Kansas; and of the protest to the said application filed by the Railway Labor Executives' Association on the grounds that the proposed abandonment, if permitted, would have an adverse effect upon the employees of the applicant; and

It appearing, That no shippers have protested the application and the interest of the employees will be protected by the imposition of appropriate conditions; that the traffic which has recently moved over the line can be handled more expeditiously over the main line track serving the same area; that the loss in traffic, if any, would not justify the cost of continued operation of the line; and that the continued maintenance and operation of the line would impose an undue and unnecessary burden on the applicant and upon interstate commerce;

It is hereby certified, That, subject to the same conditions for the protection of employees as are set forth in Chicago B & Q R Co. Abandonment, 257 I.C.C. 700, the present and future public convenience and necessity permit the abandonment by the St. Louis-San Francisco Railway Company of the line of railroad described above.

It is ordered, That this certificate and order shall take effect and be in force from and after 35 days from the date of service hereof and that tariffs applicable to the line herein permitted to be abandoned may be canceled upon notice to this Commission and to the general public by not less than 10 days' filing and posting in a manner prescribed in section 6 of the Interstate Commerce Act;

It is further ordered, That, when filing schedules canceling tariffs applicable to said line, the applicant shall in such schedule refer to this certificate and order by date and docket number;

It is further ordered, That, if the authority granted herein is exercised, the applicant shall submit for the consideration of this Commission two copies of the journal entries showing the retirement of the line from service; and shall confirm, in writing, to this Commission immediately after the abandonment, the date on which the abandonment has actually taken place; and

It is further ordered, That, if the authority granted by this certificate and order is not exercised within one year from its effective date, it shall be of no further force or effect.

By the Commission, Review Board Number 5.

H. NEIL GARSON,
Secretary

(SEAL)

RECORDED AT THE REQUEST OF:

The Burlington Northern and Santa Fe Railway Company
2500 Lou Menk Drive, AOB 3
Ft. Worth, TX 76131-2830
Attn: Real Estate Department

WHEN RECORDED MAIL TO:

Same as above.

Pursuant to the provisions of K.S.A. § 79-1437e(12), (13)(1993), this transaction is excepted from the requirement that a real estate questionnaire be filed.

DECLARATION OF ABANDONMENT

KNOW ALL MEN BY THESE PRESENTS:

That **THE BURLINGTON NORTHERN AND SANTA FE RAILWAY COMPANY**, a corporation of the State of Delaware, successor in interest to Burlington Northern Railroad Company, a Delaware corporation, successor in interest to Burlington Northern Inc., a Delaware corporation, successor in interest to St. Louis-San Francisco Railway Company, a Missouri corporation, successor in interest to Northeast Oklahoma Railroad Company, an Oklahoma corporation incorporated under the name of Northeast Oklahoma Traction Company, does hereby declare that, pursuant to K.S.A. § 66-525, it permanently abandons, releases, and/or disclaims any and all right, title or interest which it may have in the following described lands in the County of Cherokee, State of Kansas subject to and excepting any prior conveyances of interest, to-wit:

1) The property described in Exhibit "A", which Exhibit is attached hereto and, by this reference, made a part hereof.

Dated this 9TH day JUNE, 2003.

**THE BURLINGTON NORTHERN AND
SANTA FE RAILWAY COMPANY**

BY James J. O'Neil
James J. O'Neil
AVP Property & Facilities Management

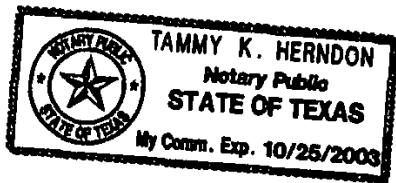


BY Patricia Zbichorski
Patricia Zbichorski
Assistant Secretary

STATE OF TEXAS)
)ss
COUNTY OF TARRANT)

BE IT REMEMBERED, that on this 9th day of June, A.D., 2003, before me the undersigned, a Notary Public in and for the County and State aforesaid, came James J. O'Neil, AVP Property & Facilities Management of The Burlington Northern and Santa Fe Railway Company, a corporation duly organized, incorporated and existing under and by virtue of the laws of Delaware, and Patricia Zbichorski; Assistant Secretary of said corporation, who are personally known to me to be such officers, and who are personally known to me to be the same persons who executed, as such officers, the within instrument on behalf of said corporation, and such persons duly acknowledged the execution of the same to be the act and deed of said corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year last above written.



Tammy K. Herndon
Notary Public

My Commission Expires: 10/25/03

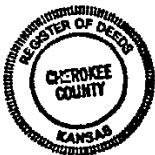
This instrument was drafted by:
The Burlington Northern and
Santa Fe Railway Company
Property and Facilities Management
2500 Lou Menk Drive, AOB 3
Fort Worth, Texas 76131-2830

BN6718-16/Miami, OK to Carona, KS

Exhibit "A"

All that portion of The Burlington Northern and Santa Fe Railway Company's (formerly St. Louis, San Francisco Railway Company) 100 foot wide Miami, Oklahoma to Carona, Kansas Branch Line right of way, now discontinued, varying in width on each side of said Railway Company's Main Track centerline, as originally located and constructed upon, over and across the West Half of Section 1, Township 35 South, Range 23 East of the 6th Principal Meridian, Cherokee County, Kansas, bounded on the North and South by the North and South lines of said Section 1; being the same property conveyed by T. Connor and W.W. Wyatt, Trustees of the John M. Cooper Estate by deed dated October 28, 1922, and recorded in Book 101, Page 334, in and for said Cherokee County, Kansas.

☒ COPIED
☒ DIRECT
☒ INDIRECT
☒ NUMERICAL



State of Kansas Cherokee County, ss
This instrument was filed for record on
the 28th day of Jan. A.D. 2004
At 9:00 o'clock a. M. and duly recorded
In Book 99 Page 176-178 Fee \$ 16.00

Carolyn McKee
Carolyn McKee-Register of Deeds
By Dickie Hess, Deputy

BN6718-16

Miami, Oklahoma to Carona, Kansas, Cherokee County, Kansas. Former St. Louis, San Francisco Railway Company property Declaration of Abandonment pursuant to Kansas Statutes Annotated § 66-525.

Exhibit "A"

All that portion of The Burlington Northern and Santa Fe Railway Company's (formerly St. Louis, San Francisco Railway Company) 100 foot wide Miami, Oklahoma to Carona, Kansas Branch Line right of way, now discontinued, varying in width on each side of said Railway Company's Main Track centerline, as originally located and constructed upon, over and across the West Half of Section 1, Township 35 South, Range 23 East of the 6th Principal Meridian, Cherokee County, Kansas, bounded on the North and South by the North and South lines of said Section 1; being the same property conveyed by T. Connor and W.W. Wyatt, Trustees by deed dated October 28, 1922, and recorded in Book 101, Page 334, in and for said Cherokee County, Kansas.

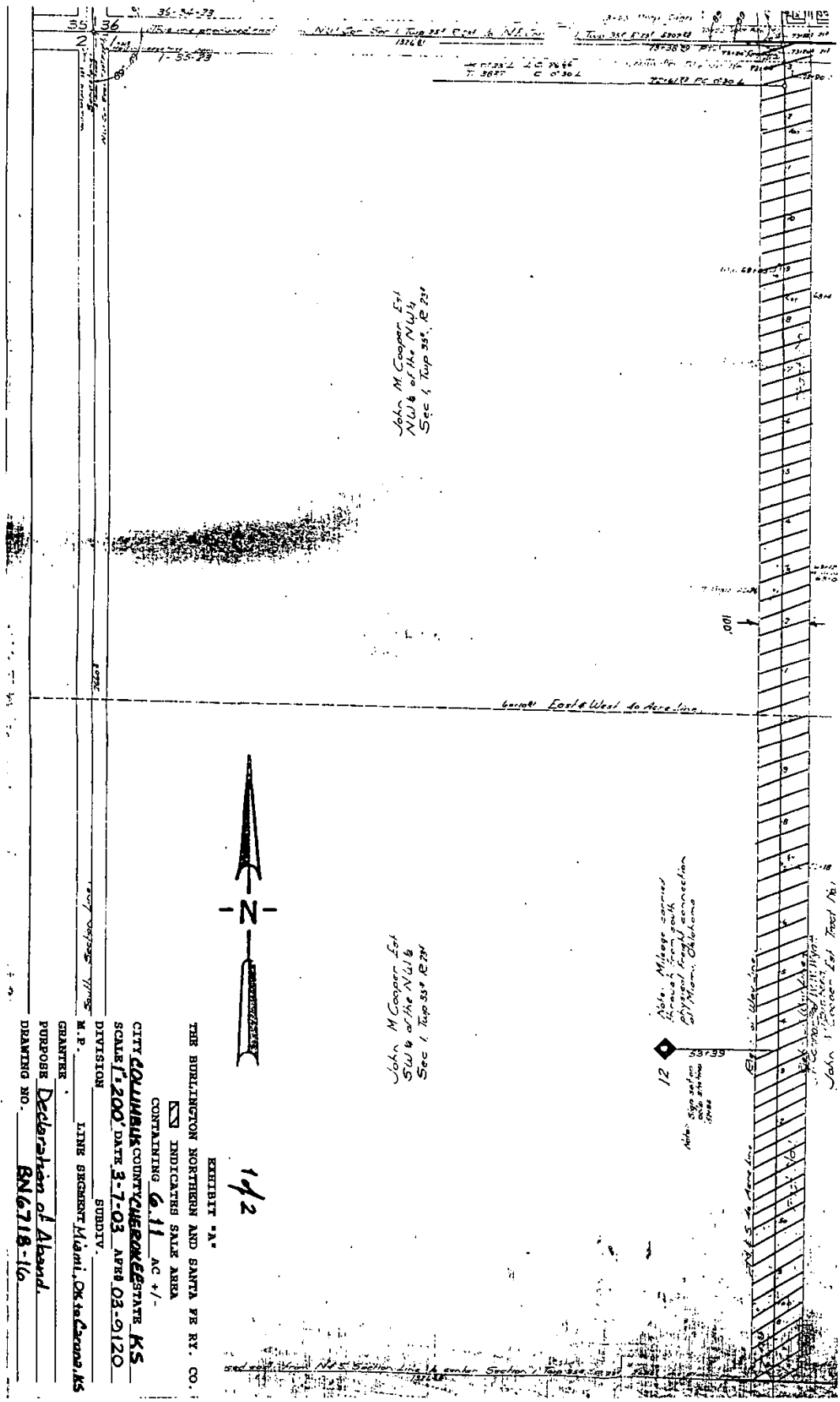


EXHIBIT "A"
 THE BURLINGTON NORTHERN AND SANTA FE RY. CO.
 CONTAINING 6.11 AC +/-
 CITY OF MIAMI, FLORIDA
 SCALE 1/2" = 100'
 DATE 3-7-03
 APR 03-0120
 DIVISION
 M.P.
 LINE BUREAU Miami, Okla. 10000 HS
 GRANTER
 PURPOSE Declaration of Abandonment
 DRAWING NO. BN6718-16

Declaration of Abandonment

FORM 6007B 2-74

BN	Union, OK to				
6718-16	Carona	Cherokee	KS	Pursuant to Kansas Statutes	
File	Station	County	State	Remarks	
03-9120	MAPS K-V-1/5+6			V. S K-V-1	
A.F.E.	Property Management	Engineering			Sale No.

210012



SARAH WHITLEY BAILIFF
Senior General Attorney

The Burlington Northern and
Santa Fe Railway Company

2500 Lou Menk Drive
Fort Worth, Texas 76131-2828
(817) 352-2354 - Telephone
(817) 352-2397 - Fax
Sarah.Bailiff@BNSF.com

VIA UPS OVERNIGHT MAIL

February 3, 2004

Mr. Vernon A. Williams, Secretary
Surface Transportation Board
1925 K Street, N.W.
Washington, DC 20423-0001



Re: Surface Transportation Board Docket No. AB-6 (Sub-No. 395X); The Burlington Northern and Santa Fe Railway Company ("BNSF") Abandonment between Columbus, Kansas and Carthage, Missouri

Dear Secretary Williams:

This letter serves to clarify my letter dated October 20, 2003 regarding the above-referenced docket.

BNSF and the Joplin Trail Coalition entered into an Interim Trails Use Railbanking Agreement, dated June 16, 2003 (for the properties in the State of Missouri), in lieu of abandonment. The remainder of the right of way, located in the State of Kansas, has been salvaged and fully abandoned. Therefore, BNSF's *discontinuance* of the line for the properties in the State of Missouri and the *abandonment* of the properties in the State of Kansas were consummated as of October 31, 2003.

Please acknowledge receipt of this letter by date stamping the enclosed copy of this letter and returning it to me in the enclosed self-addressed stamped envelope.

Ten (10) additional copies of this letter are enclosed for the Board's use and distribution.

Sincerely,

Sarah Whitley Bailiff
Sarah Whitley Bailiff

SWB/js

MP 315.90 - 331.23 Railbanked
MP 331.23 - 343.55 Abandoned

ENTERED
Office of Proceedings
FEB - 4 2004
Part of
Public Record

cc: Kansas Corporation Commission
Kansas Department of Transportation
Missouri Public Service Commission
Missouri Department of Transportation
Richard Batie
Charles Montange (Joplin Trail Coalition)
Rail Services Update

205328
BEFORE THE

SURFACE TRANSPORTATION BOARD

Abandonment of a line of Railroad
Between BNSF M.P. 343.55 in
Columbus, Kansas and M.P. 315.30
in Carthage, Missouri

NOTICE OF EXEMPTION
Docket No. AB-6
(Sub-No. 395X)



TO THE SURFACE TRANSPORTATION BOARD:

The Burlington Northern and Santa Fe Railway Company (BNSF) hereby notifies the Board that it intends to abandon its line of railroad between BNSF M.P. 343.55 in Columbus, Kansas and M.P. 315.30 in Carthage, Missouri, a total distance of 28.25 miles, pursuant to the Board's Exemption of Out of Service Rail Lines, 49 C.F.R. § 1152.50 and in support of the Notice, respectfully provides the following information:

Proposed consummation date for the abandonment.

June 24, 2002

Certification required in 49 C.F.R. § 1152.50(b)

The attached Certification of Michael Smith certifies that no formal complaint filed by a user of rail service on this line (or a state or local government entity acting on behalf of such user) regarding cessation of service over the line is pending with the Board or any U.S. District Court or has been decided in favor of a complainant within the last two years. The attached Verification of Richard A. Batie certifies that no local traffic has moved over this line for at least two (2) years and any overhead traffic on the line can be rerouted over other lines.

III. Information required by C.F.R. § 1152.22(a)(1-4), (7), (8) and (e)(4).

FILED
FEE RECEIVED

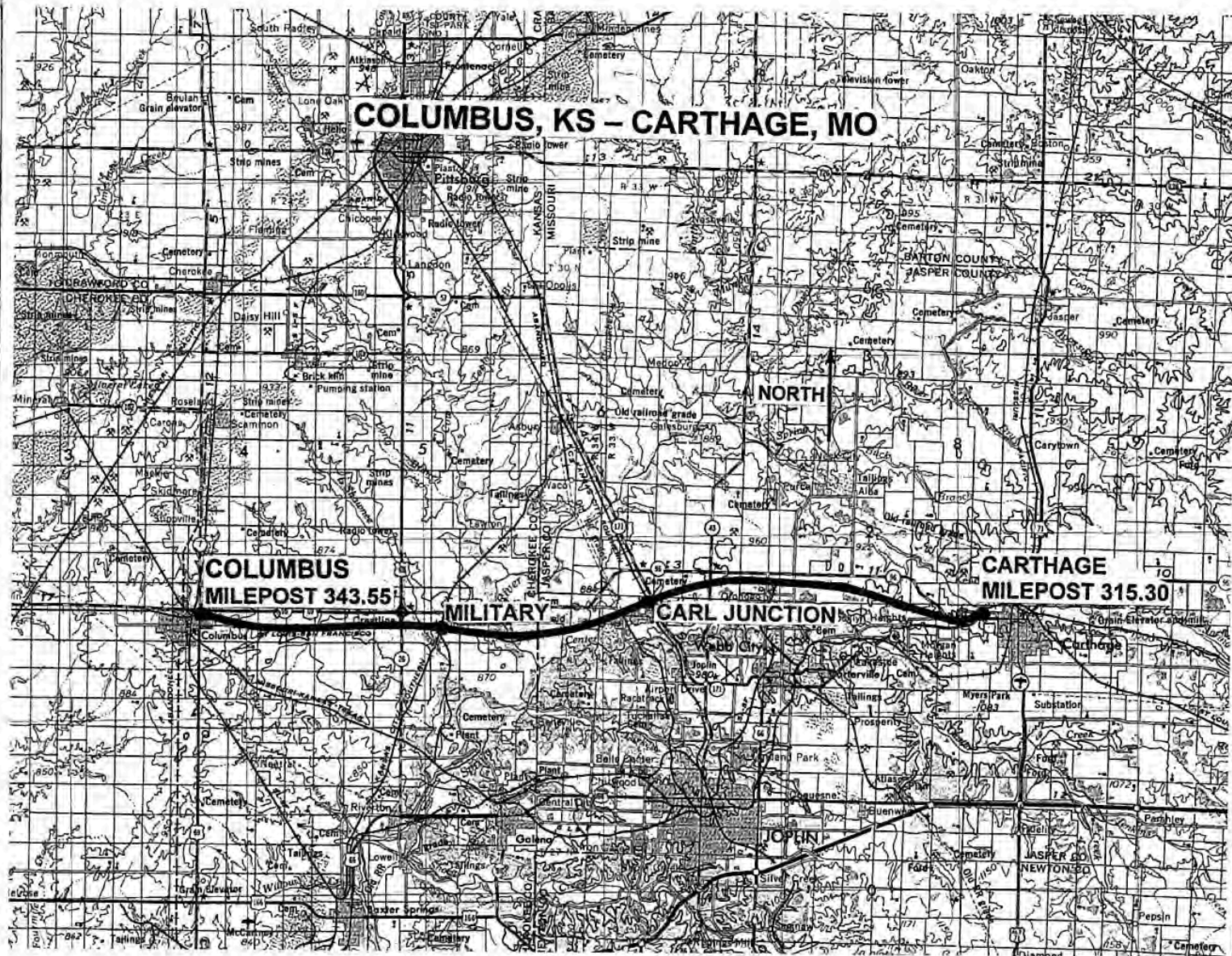
MAY 03 2002

SURFACE
TRANSPORTATION BOARD

FILED

MAY 03 2002

SURFACE
TRANSPORTATION BOARD



32761

SERVICE DATE - MAY 23, 2002

DO

FR-4915-00-P

DEPARTMENT OF TRANSPORTATION

Surface Transportation Board

[STB Docket No. AB-6 (Sub-No. 395X)]

The Burlington Northern and Santa Fe Railway Company—Abandonment Exemption—in
Cherokee County, KS, and Jasper County, MO

The Burlington Northern and Santa Fe Railway Company (BNSF) has filed a notice of exemption under 49 CFR 1152 Subpart F—Exempt Abandonments to abandon and discontinue service over a 28.25-mile line of railroad between milepost 343.55 in Columbus, Cherokee County, KS, and milepost 315.30 in Carthage, Jasper County, MO. The line traverses United States Postal Service Zip Codes 66725, 66728, 64834, 64835 and 64836.

BNSF has certified that: (1) no local traffic has moved over the line for at least 2 years; (2) there is no overhead traffic to be rerouted; (3) no formal complaint filed by a user of rail service on the line (or by a state or local government entity acting on behalf of such user) regarding cessation of service over the line either is pending with the Surface Transportation Board (Board) or with any U.S. District Court or has been decided in favor of complainant within the 2-year period; and (4) the requirements at 49 CFR 1105.7 (environmental reports), 49 CFR 1105.8 (historic reports), 49 CFR 1105.11 (transmittal letter), 49 CFR 1105.12 (newspaper publication), and 49 CFR 1152.50(d)(1) (notice to governmental agencies) have been met.

As a condition to this exemption, any employee adversely affected by the abandonment and discontinuance shall be protected under Oregon Short Line R. Co.–Abandonment–Goshen, 360 I.C.C. 91 (1979). To address whether this condition adequately protects affected employees, a petition for partial revocation under 49 U.S.C. 10502(d) must be filed. Provided no formal expression of intent to file an offer of financial assistance (OFA) has been received, this exemption will be effective on June 22, 2002, unless stayed pending reconsideration. Petitions to stay that do not involve environmental issues,¹ formal expressions of intent to file an OFA under 49 CFR 1152.27(c)(2),² and trail use/rail banking requests under 49 CFR 1152.29 must be filed by June 3, 2002.³ Petitions to reopen or requests for public use conditions under 49 CFR 1152.28 must be filed by June 12, 2002, with: Surface Transportation Board, Case Control Unit, 1925 K Street, N.W., Washington, DC 20423.

¹ The Board will grant a stay if an informed decision on environmental issues (whether raised by a party or by the Board's Section of Environmental Analysis (SEA) in its independent investigation) cannot be made before the exemption's effective date. See Exemption of Out-of-Service Rail Lines, 5 I.C.C.2d 377 (1989). Any request for a stay should be filed as soon as possible so that the Board may take appropriate action before the exemption's effective date.

² Each offer of financial assistance must be accompanied by the filing fee, which as of April 8, 2002, is set at \$1,100. See 49 CFR 1002.2(f)(25).

³ The City of Carl Junction and the Joplin Trail Coalition filed a request for issuance of a notice of interim trail use (NITU) for Missouri portion of the line (milepost 331.23 to milepost 315.30) pursuant to section 8(d) of the National Trails System Act, 16 U.S.C. 1247(d). The Board will address the trail use request, and any others that may be filed, in a subsequent decision.

A copy of any petition filed with the Board should be sent to applicant's representative:

Michael Smith, Freeborn & Peters, 311 S. Wacker Dr., Suite 3000, Chicago, IL 60606-6677.

If the verified notice contains false or misleading information, the exemption is void ab initio.

BNSF has filed an environmental report which addresses the abandonment's effects, if any, on the environment and historic resources. SEA will issue an environmental assessment (EA) by May 28, 2002. Interested persons may obtain a copy of the EA by writing to SEA (Room 500, Surface Transportation Board, Washington, DC 20423) or by calling SEA, at (202) 565-1552. [TDD for the hearing impaired is available at 1-800-877-8339.] Comments on environmental and historic preservation matters must be filed within 15 days after the EA becomes available to the public.

Environmental, historic preservation, public use, or trail use/rail banking conditions will be imposed, where appropriate, in a subsequent decision.

Pursuant to the provisions of 49 CFR 1152.29(e)(2), BNSF shall file a notice of consummation with the Board to signify that it has exercised the authority granted and fully abandoned the line. If consummation has not been effected by BNSF's filing of a notice of consummation by May 23, 2003, and there are no legal or regulatory barriers to consummation, the authority to abandon will automatically expire.

Board decisions and notices are available on our website at

“WWW.STB.DOT.GOV.”

Decided: May 17, 2002.

By the Board, Beryl Gordon, Acting Director, Office of Proceedings.

Vernon A. Williams

Secretary



BURLINGTON NORTHERN RAILROAD

LAW DEPARTMENT

3800 Continental Plaza
777 Main Street
Ft. Worth, Texas 76102
(817) 878-2363

April 23, 1987

Ms. Noreta R. McGee, Secretary
Interstate Commerce Commission
Room 1324
12th and Constitution Ave., N.W.
Washington, D.C. 20423

Re: Docket No. AB-6 (Sub-No. 283X); Burlington Northern
Railroad Company Abandonment Between Galena Jct. and
Baxter Springs, in Cherokee County, Kansas

Dear Secretary McGee:

This letter is to advise you that abandonment of the subject
line was effected on April 23, 1987.

Very truly yours,

Peter M. Lee
Assistant General Solicitor

PML/rrm/dc,13

bcc: R. S. Howery
W. D. Macormic
L. R. Burk
C. F. Harris
A. E. Pew, III
P. J. Weyandt
J. W. Davidson
J. P. Kuklok
B. G. Armstrong

Mr. B. L. Pound
Mr. C. P. Erb

Smkyma
4/24/87

SALES & PROPERTY MANAGEMENT		
APR 24 1987		
DWS	DRL	RCF
KJT	WPA	
RMP	NCB	
WHE	JMB	MAW
LRA	CPE	LT
JDR	SMK <input checked="" type="checkbox"/>	RLS
DES	HDS	
RPS	JHI	FILE

EC

INTERSTATE COMMERCE COMMISSION

SERVICE DATE

DECISION

MAR 19 1987

Docket No. AB-6 (Sub-No. 283X)

BURLINGTON NORTHERN RAILROAD COMPANY - ABANDONMENT EXEMPTION - IN
CHEROKEE COUNTY, KS

Decided: March 3, 1987

REC'D. LAW DEPT.
MAR 23 1987
FORT WORTH

This decision grants a petition filed June 9, 1986, by Burlington Northern Railroad Company (BN) seeking an exemption from the prior approval requirements of 49 U.S.C. 10903 et seq., to abandon its 7.20-mile line of railroad between Galena Jct. (M.P. 340.80) and Baxter Springs (M.P. 348.00) in Cherokee County, KS.^{1/} Comments in opposition were filed by the Kansas State Corporation Commission (KCC) and jointly by the Railway Labor Executives' Association and the United Transportation Union. The above labor organizations also seek the imposition of labor protective conditions. BN replied to KCC's comment.

The line segment previously was part of an overhead route between Columbus, KS, and Joplin, MO. However, overhead traffic now moves over a line of the Missouri-Kansas-Texas Railroad Company between Columbus and Galena, KS, under a bridge trackage rights agreement. See Finance Docket No. 30698, Burlington N. R. Co. - Tr. Rts. Exempt. - Missouri - Kansas - Texas R. Co. (not printed), served August 19, 1985.

Only 17 cars of local traffic have moved over the line since 1980: three in 1981; three in 1982; four in 1983; two in 1984; three in 1985; and two in the first nine months of 1986. All cars were delivered to Riverton, KS, an intermediate station on the line. With one exception for Riverton Building Supply in 1982, all of these cars were received by Moncrief Wholesale Greenhouse. Local traffic moving to or from Riverton was embargoed on May 30, 1986, because of the deterioration of two bridges, one to the east and the other to the west of Riverton. Because of the embargo, Moncrief now receives traffic over team track at Baxter Springs. BN states that Moncrief does not oppose the proposed abandonment. A copy of the exemption petition was filed on Moncrief. It did not reply.

BN states that it is negotiating the sale of the 4.6-mile portion of the line between Baxter Springs and Riverton, to Empire District Electric Company (Empire). Empire has an electricity generating facility at Riverton and is a potential coal receiver. KCC asserts that, if BN is permitted to abandon the western portion of the line, between Baxter Springs and Riverton, and Empire's negotiations with BN are not successful, Empire will lose its ability to receive coal from Baxter Springs. KCC, therefore, requests that action on the exemption be deferred until negotiations are completed. In reply, BN states that Empire has not used the line since at least 1981 and that the abandonment of the line's western portion will not affect negotiations with Empire for the sale of this portion of the line. Assertedly, this line segment will not be dismantled while negotiations continue.

KCC also notes that Empire may receive coal over the eastern portion of the line between Riverton and Galena Jct. because this portion of the line connects with lines of the Union Pacific

^{1/} The subject line also includes approximately one mile of side track. 49 U.S.C. 10907 exempts the abandonment of side track from the prior approval requirements of 49 U.S.C. 10903, et seq. Accordingly, this decision does not exempt the abandonment of that side track.

Railroad (UP) and the Kansas City Southern Railway Company (KCS). KCC contends that the proposed abandonment will result in Empire becoming captive to BN and give rise to the possible abuse of market power. BN states that connection with UP or KCS at Galena Jct. is not feasible. Traffic on the eastern portion of the line has been embargoed and there is no direct access there to UP and KCS. BN asserts that Empire has expressed no interest in acquiring the eastern portion of the line and has not expressed concern with the possibility of an abuse of market power. While Empire is surely aware of this debate, it has not participated to challenge BN's statements. In any event, a rail line may not be abandoned without prior Commission approval under section 10903. However, under 49 U.S.C. 10505, we must exempt a transaction or service if we find that: (1) continued regulation is not necessary to carry out the rail transportation policy of 49 U.S.C. 10101a; and (2) either (a) the transaction or service is of limited scope, or (b) regulation is not necessary to protect shippers from the abuse of market power.

Detailed scrutiny under section 10903 is not necessary to carry out the rail transportation policy. By minimizing the administrative expense of abandoning this line, an exemption will expedite regulatory decisions and reduce regulatory barriers to exit [49 U.S.C. 10101a(2) and (7)]; and foster sound economic conditions, and encourage efficient management [49 U.S.C. 10101a(3), (5), and (10)]. Other aspects of the rail transportation policy goals are not affected adversely. For example, competition and the continuation of a sound rail transportation system are not affected because overhead traffic does not move over the line, and no shipper has complained. See 49 U.S.C. 10101a(1) and (4).

The proposed transaction is of limited scope because it involves only 7.20 miles of track in a single county and state. Nor is regulation necessary to protect shippers from the abuse of market power. Overhead traffic has been rerouted and local traffic is being served via a nearby station. Moncrief, the only shipper to receive local traffic in the last 4 years, has alternative service available via team track at Baxter Springs, and has not opposed the loss of service. Nevertheless, to assure that Moncrief is informed of our action, BN shall serve it with a copy of this decision and certify to us that service was effected within 5 days of the service date of this decision.

KCC's expressed concerns for Empire are speculative. Empire has not used the line for several years and, absent its purchase of the western portion, it is unlikely that it will use the line in the future. Nor is it likely that a decision exempting the abandonment would cause the negotiations for the sale of the western portion of the line to terminate. It is in BN's interest to reach an agreement with Empire to allow for the volume movement of coal. For that reason, it would not be in BN's interest to dismantle the tracks while negotiations are pending. Accordingly, no delay in action on this exemption has been justified.

Empire, the apparent focus of KCC's interest in this proceeding, does not itself oppose the abandonment exemption request. Therefore, we have no indication that Empire has any interest in receiving service on the line if it is retained by BN. Nor is there any indication that Empire is concerned about becoming captive to BN. Even if it were so concerned, denying the abandonment exemption of the eastern segment would not prevent a captive situation because there is no direct access to UP or KCS at Galena Jct.

On the basis of the facts presented, we conclude that regulation under 49 U.S.C. 10903 is not necessary to carry out the rail transportation policy or to prevent the abuse of market power.

Under 49 U.S.C. 10505(g), we may not use our exemption authority to relieve a carrier of a statutory obligation to protect the interests of its employees. Accordingly, as a

condition to granting the exemption, we will impose the employee protective conditions in Oregon Short Line R. Co. -- Abandonment -- Goshen, 360 I.C.C. 91 (1979).

Our initial review of the proposal indicates that exemption will not significantly affect either the quality of the human environment or energy conservation. Petitioner has notified the appropriate state agency in Kansas of the opportunity to submit information concerning the environmental and energy impacts of the proposed abandonment in accordance with 49 CFR 1105.11.

It is ordered:

1. Under 49 U.S.C. 10505, we exempt from the prior approval requirements of 49 U.S.C. 10903, et seq., the abandonment by Burlington Northern Railroad Company of the 7.20-mile line described above, subject to the employee protective conditions in Oregon Short Line R. Co. -- Abandonment -- Goshen, 360 I.C.C. 91 (1979).
2. BN shall serve a copy of this decision on Moncrief within 5 days after the service date, and certify to us that it has done so.
3. Notice will be published in the Federal Register on March 19, 1987.
4. This exemption will be effective on April 20, 1987.
5. Petitions to stay must be filed by April 3, 1987, and petitions for reconsideration must be filed by April 13, 1987.

By the Commission, Chairman Gradison, Vice Chairman Lamboley, Commissioners Sterrett, Andre, and Simmons. Vice Chairman Lamboley and Commissioner Simmons dissented with separate expressions.

Noreta R. McGee
Secretary

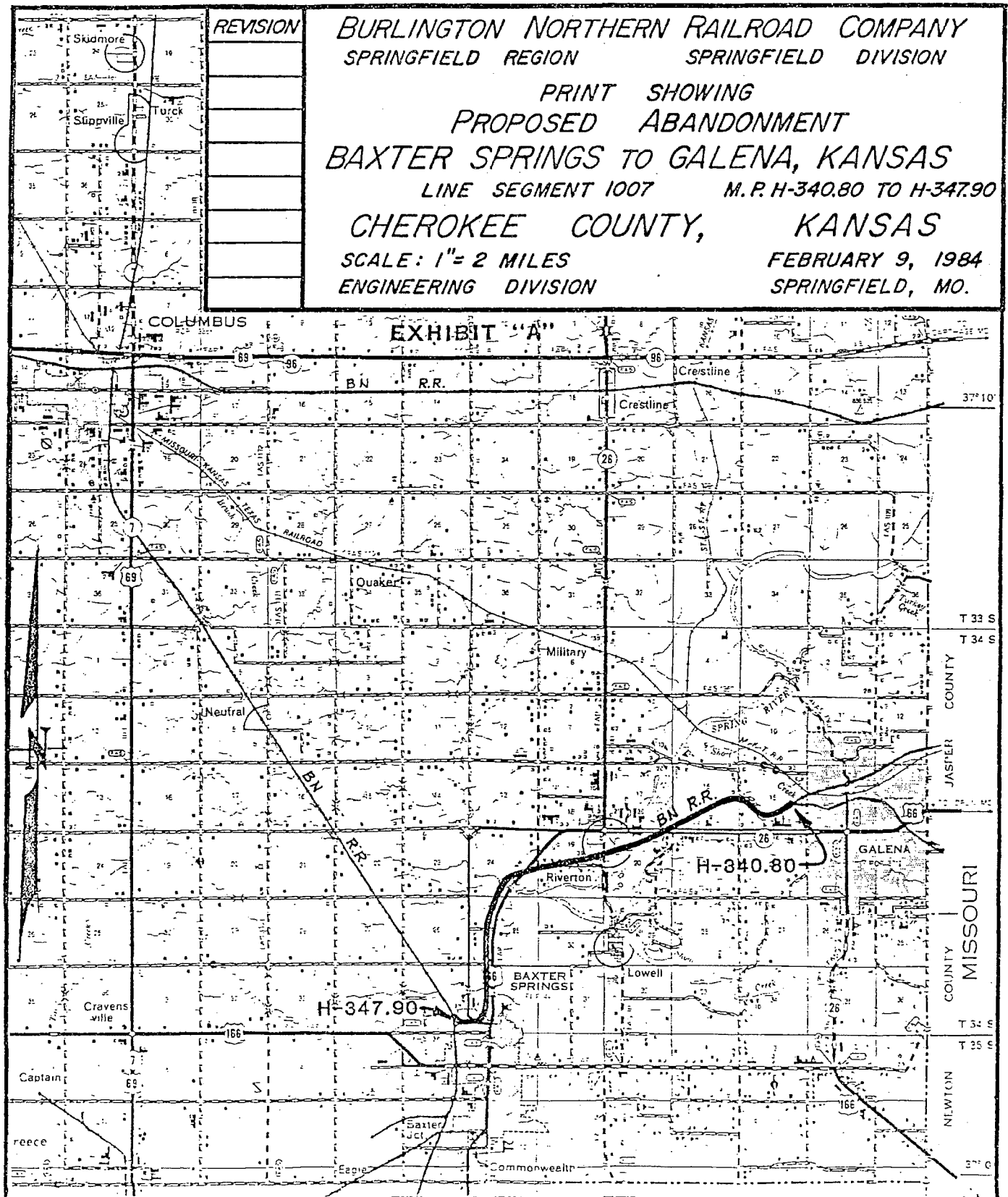
(SEAL)

VICE CHAIRMAN LAMBOLEY, dissenting:

I would defer action on this exemption request for 45 days to allow continued negotiations to purchase the western portion of the line.

COMMISSIONER SIMMONS, dissenting:

I would have deferred action on the petition until negotiations between BN and Empire are concluded.



DWG. NO. 32146-541

BNSF-CHEROKEE0529

BNSF-CHEROKEE0530

WITHHELD FOR PRIVILEGE

 ORIGINAL

PIPELINE LICENSE

BNSF Contract No. BF 63277

THIS LICENSE ("License"), made as of the 5th day of August, 2011, ("Effective Date") by and between **BNSF RAILWAY COMPANY**, a Delaware corporation ("Licensor") and **SPRING RIVER PUBLIC WHOLESALE WATER SUPPLY DISTRICT NO. 19**, ("Licensee").

NOW THEREFORE, in consideration of the mutual covenants contained herein, the parties agree to the following:

GENERAL

1. Licensor hereby grants Licensee a non-exclusive license, subject to all rights, interests, and estates of third parties, including, without limitation, any leases, use rights, easements, liens, or other encumbrances, and upon the terms and conditions set forth below, to construct and maintain, in strict accordance with the drawings and specifications approved by Licensor as part of Licensee's application process (the "Drawings and Specifications"), one (1) Pipeline(s), 4.266" inches in diameter inside a 13.124" inch steel casing ("PIPELINE"), across or along the rail corridor of Licensor at or near the station of Crestline, County of Cherokee, State of Kansas, Line Segment 1004, Mile Post 334.08, as shown on the attached Drawing No. 1-51878, dated May 27, 2011, attached hereto as Exhibit "A" and made a part hereof ("Premises").
2. Licensee shall not disturb any improvements of Licensor or Licensor's existing lessees, Licensees, easement beneficiaries or lien holders, if any, or interfere with the use of such improvements.
3. Licensee shall use the Premises solely for construction and maintenance of a PIPELINE in accordance with the Drawings and Specifications carrying potable water. Licensee shall not use the PIPELINE to carry any other commodity or use the Premises for any other purpose.

Licensee covenants that it will not handle or transport "hazardous waste" or "hazardous substances", as "hazardous waste" and "hazardous substances" may now or in the future be defined by any federal, state, or local governmental agency or body through the PIPELINE on Licensor's property. Licensee agrees periodically to furnish Licensor with proof, satisfactory to Licensor that Licensee is in such compliance. Should Licensee not comply fully with the above-stated obligations of this Section, notwithstanding anything contained in any other provision hereof, Licensor may, at its option, terminate this License by serving five (5) days' notice of termination upon Licensee. Upon termination, Licensee shall remove the PIPELINE and restore Licensor's property as herein elsewhere provided.

4. In case of the eviction of Licensee by anyone owning or claiming title to or any interest in the Premises, or by the abandonment by Licensor of the affected rail corridor, Licensor shall not be liable to refund Licensee any compensation paid hereunder, except for the pro-rata part of any recurring charge paid in advance, or for any damage Licensee sustains in connection therewith.

5. Any contractors or subcontractors performing work on the PIPELINE or entering the Premises on behalf of Licensee shall be deemed servants and agents of Licensee for purposes of this License.

TERM

6. This License shall commence on the Effective Date and shall continue for a period of twenty-five (25) years, subject to prior termination as hereinafter described.

COMPENSATION

7. (a) Licensee shall pay Licensor, prior to the Effective Date, the sum of Two Thousand Five Hundred and No/100 Dollars (\$2,500) as compensation for the use of the Premises.
- (b) Licensee agrees to reimburse Licensor (within thirty (30) days after receipt of bills therefor) for all costs and expenses incurred by Licensor in connection with Licensee's use of the Premises or the presence, construction and maintenance of the PIPELINE, including but not limited to the furnishing of Licensor's Flagman and any vehicle rental costs incurred. The cost of flagger services provided by the Railway, when deemed necessary by the Railway's representative, will be borne by the Licensee. The estimated cost for one (1) flagger is \$800.00 for an eight (8) hour basic day with time and one-half or double time for overtime, rest days and holidays. The estimated cost for each flagger includes vacation allowance, paid holidays, Railway and unemployment insurance, public liability and property damage insurance, health and welfare benefits, transportation, meals, lodging and supervision. Negotiations for Railway labor or collective bargaining agreements and rate changes authorized by appropriate Federal authorities may increase actual or estimated flagging rates. The flagging rate in effect at the time of performance by the Contractor hereunder will be used to calculate the actual costs of flagging pursuant to this paragraph.
- (c) All invoices are due thirty (30) days after the date of invoice. In the event that Licensee shall fail to pay any monies due to Licensor within thirty (30) days after the invoice date, then Licensee shall pay interest on such unpaid sum from thirty (30) days after its invoice date to the date of payment by Licensee at an annual rate equal to (i) the greater of (a) for the period January 1 through June 30, the prime rate last published in *The Wall Street Journal* in the preceding December plus two and one-half percent (2 1/2%), and for the period July 1 through December 31, the prime rate last published in *The Wall Street Journal* in the preceding June plus two and one-half percent (2 1/2%), or (b) twelve percent (12%), or (ii) the maximum rate permitted by law, whichever is less.

COMPLIANCE WITH LAWS

8. (a) Licensee shall observe and comply with any and all laws, statutes, regulations, ordinances, orders, covenants, restrictions, or decisions of any court of competent jurisdiction ("Legal Requirements") relating to the construction, maintenance, and use of the PIPELINE and the use of the Premises.

- (b) Prior to entering the Premises, Licensee shall and shall cause its contractor to comply with all Licensor's applicable safety rules and regulations. Prior to commencing any work on the Premises, Licensee shall complete and shall require its contractor to complete the safety-training program at the following Internet Website "<http://www.contractororientation.com>". This training must be completed no more than one year in advance of Licensee's entry on the Premises.

DEFINITION OF COST AND EXPENSE

- 9. For the purpose of this License, "cost" or "costs" "expense" or "expenses" includes, but is not limited to, actual labor and material costs including all assignable additives, and material and supply costs at current value where used.

RIGHT OF LICENSOR TO USE

- 10. Licensor excepts and reserves the right, to be exercised by Licensor and any other parties who may obtain written permission or authority from Licensor:
 - (a) to maintain, renew, use, operate, change, modify and relocate any existing pipe, power, communication lines and appurtenances and other facilities or structures of like character upon, over, under or across the Premises;
 - (b) to construct, maintain, renew, use, operate, change, modify and relocate any tracks or additional facilities or structures upon, over, under or across the Premises; or
 - (c) to use the Premises in any manner as the Licensor in its sole discretion deems appropriate, provided Licensor uses all commercially reasonable efforts to avoid material interference with the use of the Premises by Licensee for the purpose specified in Section 3 above.

LICENSEE'S OPERATIONS

- 11.
 - (a) Licensee shall notify Licensor's Roadmaster at 620 Benham Avenue, Neosho, Missouri, 64850, telephone (417) 829-2360 (Office) or (417-540-48258 (Cell), at least ten (10) business days prior to installation of the PIPELINE and prior to entering the Premises for any subsequent maintenance thereon.
 - (b) In performing the work described in Section 3, Licensee shall use only public roadways to cross from one side of Licensor's tracks to the other.
- 12.
 - (a) Under no conditions shall Licensee be permitted to conduct any tests, investigations or any other activity using mechanized equipment and/or machinery, or place or store any mechanized equipment, tools or other materials, within twenty-five (25) feet of the centerline of any railroad track on the Premises unless Licensee has obtained prior written approval from Licensor. Licensee shall, at its sole cost and expense, perform all activities on and about the Premises in such a manner as not at any time to be a source of danger to or interference with the existence or use of present or future tracks, roadbed or property of Licensor, or the safe operation and activities of Licensor. If ordered to cease using the Premises at any time by Licensor's personnel due to any hazardous condition, Licensee shall immediately do

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so. Notwithstanding the foregoing right of Licensor, the parties agree that Licensor has no duty or obligation to monitor Licensee's use of the Premises to determine the safe nature thereof, it being solely Licensee's responsibility to ensure that Licensee's use of the Premises is safe. Neither the exercise nor the failure by Licensor to exercise any rights granted in this Section will alter the liability allocation provided by this License.

- (b) Licensee shall, at its sole cost and expense, construct and maintain the PIPELINE in such a manner and of such material that it will not at any time be a source of danger to or interference with the existence or use of present or future tracks, roadbed or property of Licensor, or the safe operation and activities of Licensor. Licensor may direct one of its field engineers to observe or inspect the construction and/or maintenance of the PIPELINE at any time for compliance with the Drawings and Specifications. If ordered at any time to halt construction or maintenance of the PIPELINE by Licensor's personnel due to non-compliance with the same or any other hazardous condition, Licensee shall immediately do so. Notwithstanding the foregoing right of Licensor, the parties agree that Licensor has no duty or obligation to observe or inspect, or to halt work on, the PIPELINE, it being solely Licensee's responsibility to ensure that the PIPELINE is constructed in strict accordance with the Drawings and Specifications and in a safe and workmanlike manner in compliance with all terms hereof. Neither the exercise nor the failure by Licensor to exercise any right granted by this Section will alter in any way the liability allocation provided by this License. If at any time Licensee shall, in the sole judgment of Licensor, fail to properly perform its obligations under this Section, Licensor may, at its option and at Licensee's sole expense, arrange for the performance of such work as it deems necessary for the safety of its operations and activities. Licensee shall promptly reimburse Licensor for all costs and expenses of such work, upon receipt of an invoice for the same. Licensor's failure to perform any obligations of Licensee shall not alter the liability allocation hereunder.
- 13. During the construction and any subsequent maintenance performed on the PIPELINE, Licensee shall perform such work in a manner to preclude damage to the property of Licensor, and preclude interference with the operation of its railroad. The construction of the PIPELINE shall be completed within one (1) year of the Effective Date. Upon completion of the construction of the PIPELINE and after performing any subsequent maintenance thereon, Licensee shall, at Licensee's own cost and expense, restore Licensor's Premises to their former state as of the Effective Date of this License.
- 14. If at any time during the term of this License, Licensor shall desire the use of its rail corridor in such a manner as would, in Licensor's reasonable opinion, be interfered with by the PIPELINE, Licensee shall, at its sole expense, within thirty (30) days after receiving written notice from Licensor to such effect, make such changes in the PIPELINE as in the sole discretion of Licensor may be necessary to avoid interference with the proposed use of Licensor's rail corridor, including, without limitation, the relocation of the existing or the construction of a new PIPELINE(s).
- 15. (a) Prior to Licensee conducting any boring work on or about any portion of the Premises, Licensee shall explore the proposed location for such work with hand tools to a depth of at least three (3) feet below the surface of the ground to determine whether pipelines or other structures exist below the surface, provided, however, that in lieu of the foregoing, the Licensee shall have the right to use

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suitable detection equipment or other generally accepted industry practice (e.g., consulting with the Underground Services Association) to determine the existence or location of pipelines and other subsurface structures prior to drilling or excavating with mechanized equipment. Upon Licensee's written request, which shall be made thirty (30) business days in advance of Licensee's requested construction of the PIPELINE, Licensor will provide Licensee any information that Licensor has in the possession of its Engineering Department concerning the existence and approximate location of Licensor's underground utilities and pipelines at or near the vicinity of the proposed PIPELINE. Prior to conducting any such boring work, the Licensee will review all such material. Licensor does not warrant the accuracy or completeness of information relating to subsurface conditions and Licensee's operations will be subject at all times to the liability provisions herein.

- (b) For all bores greater than 26-inch diameter and at a depth less than 10.0 feet below bottom of rail, a soil investigation will need to be performed by the Licensee and reviewed by Licensor prior to construction. This study is to determine if granular material is present, and to prevent subsidence during the installation process. If the investigation determines in Licensor's reasonable opinion that granular material is present, Licensor may select a new location for Licensee's use, or may require Licensee to furnish for Licensor's review and approval, in its sole discretion a remedial plan to deal with the granular material. Once Licensor has approved any such remedial plan in writing, Licensee shall, at its sole cost and expense, carry out the approved plan in accordance with all terms thereof and hereof.
16. Any open hole, boring or well constructed on the Premises by Licensee shall be safely covered and secured at all times when Licensee is not working in the actual vicinity thereof. Following completion of that portion of the work, all holes or borings constructed on the Premises by Licensee shall be:
- (a) filled in to surrounding ground level with compacted bentonite grout; or
 - (b) otherwise secured or retired in accordance with any applicable Legal Requirement. No excavated materials may remain on Licensor's property for more than ten (10) days, but must be properly disposed of by Licensee in accordance with applicable Legal Requirements.
17. Upon termination of this License, Licensee shall, at its sole cost and expense:
- (a) remove the PIPELINE and all appurtenances thereto, or, at the sole discretion of the Licensor, fill and cap or otherwise appropriately decommission the PIPELINE with a method satisfactory to Licensor;
 - (b) report and restore any damage to the Premises arising from, growing out of, or connected with Licensee's use of the Premises;
 - (c) remedy any unsafe conditions on the Premises created or aggravated by Licensee; and
 - (d) leave the Premises in the condition which existed as of the Effective Date of this License.

18. Licensee's on-site supervisions shall retain/maintain a fully executed copy of this License at all times while on the Premises.

LIABILITY

19. (a) TO THE FULLEST EXTENT PERMITTED BY LAW, LICENSEE SHALL RELEASE, INDEMNIFY, DEFEND AND HOLD HARMLESS LICENSOR AND LICENSOR'S AFFILIATED COMPANIES, PARTNERS, SUCCESSORS, ASSIGNS, LEGAL REPRESENTATIVES, OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES AND AGENTS (COLLECTIVELY, "INDEMNITEES") FOR, FROM AND AGAINST ANY AND ALL CLAIMS, LIABILITIES, FINES, PENALTIES, COSTS, DAMAGES, LOSSES, LIENS, CAUSES OF ACTION, SUITS, DEMANDS, JUDGMENTS AND EXPENSES (INCLUDING, WITHOUT LIMITATION, COURT COSTS, ATTORNEYS' FEES AND COSTS OF INVESTIGATION, REMOVAL AND REMEDIATION AND GOVERNMENTAL OVERSIGHT COSTS) ENVIRONMENTAL OR OTHERWISE (COLLECTIVELY "LIABILITIES") OF ANY NATURE, KIND OR DESCRIPTION OF ANY PERSON OR ENTITY DIRECTLY OR INDIRECTLY ARISING OUT OF, RESULTING FROM OR RELATED TO (IN WHOLE OR IN PART):

(i) THIS LICENSE, INCLUDING, WITHOUT LIMITATION, ITS ENVIRONMENTAL PROVISIONS,

(ii) ANY RIGHTS OR INTERESTS GRANTED PURSUANT TO THIS LICENSE,

(iii) LICENSEE'S OCCUPATION AND USE OF THE PREMISES,

(iv) THE ENVIRONMENTAL CONDITION AND STATUS OF THE PREMISES CAUSED BY OR CONTRIBUTED BY LICENSEE, OR

(v) ANY ACT OR OMISSION OF LICENSEE OR LICENSEE'S OFFICERS, AGENTS, INVITEES, EMPLOYEES, OR CONTRACTORS, OR ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY ANY OF THEM, OR ANYONE THEY CONTROL OR EXERCISE CONTROL OVER,

EVEN IF SUCH LIABILITIES ARISE FROM OR ARE ATTRIBUTED TO, IN WHOLE OR IN PART, ANY NEGLIGENCE OF ANY INDEMNITEE. THE ONLY LIABILITIES WITH RESPECT TO WHICH LICENSEE'S OBLIGATION TO INDEMNIFY THE INDEMNITEES DOES NOT APPLY ARE LIABILITIES TO THE EXTENT PROXIMATELY CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF AN INDEMNITEE.

- (b) FURTHER, TO THE FULLEST EXTENT PERMITTED BY LAW, NOTWITHSTANDING THE LIMITATION IN SECTION 19(a), LICENSEE SHALL NOW AND FOREVER WAIVE ANY AND ALL CLAIMS, REGARDLESS WHETHER BASED ON THE STRICT LIABILITY, NEGLIGENCE OR OTHERWISE, THAT RAILROAD IS AN "OWNER", "OPERATOR", "ARRANGER", OR "TRANSPORTER" WITH RESPECT TO THE PIPELINE FOR THE PURPOSES OF CERCLA OR OTHER ENVIRONMENTAL LAWS.

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LICENSEE WILL INDEMNIFY, DEFEND AND HOLD THE INDEMNITEES HARMLESS FROM ANY AND ALL SUCH CLAIMS REGARDLESS OF THE NEGLIGENCE OF THE INDEMNITEES. LICENSEE FURTHER AGREES THAT THE USE OF THE PREMISES AS CONTEMPLATED BY THIS LICENSE SHALL NOT IN ANY WAY SUBJECT LICENSOR TO CLAIMS THAT LICENSOR IS OTHER THAN A COMMON CARRIER FOR PURPOSES OF ENVIRONMENTAL LAWS AND EXPRESSLY AGREES TO INDEMNIFY, DEFEND, AND HOLD THE INDEMNITEES HARMLESS FOR ANY AND ALL SUCH CLAIMS. IN NO EVENT SHALL LICENSOR BE RESPONSIBLE FOR THE ENVIRONMENTAL CONDITION OF THE PREMISES.

- (c) TO THE FULLEST EXTENT PERMITTED BY LAW, LICENSEE FURTHER AGREES, REGARDLESS OF ANY NEGLIGENCE OR ALLEGED NEGLIGENCE OF ANY INDEMNITEE, TO INDEMNIFY, AND HOLD HARMLESS THE INDEMNITEES AGAINST AND ASSUME THE DEFENSE OF ANY LIABILITIES ASSERTED AGAINST OR SUFFERED BY ANY INDEMNITEE UNDER OR RELATED TO THE FEDERAL EMPLOYERS' LIABILITY ACT ("FELA") WHENEVER EMPLOYEES OF LICENSEE OR ANY OF ITS AGENTS, INVITEES, OR CONTRACTORS CLAIM OR ALLEGE THAT THEY ARE EMPLOYEES OF ANY INDEMNITEE OR OTHERWISE. THIS INDEMNITY SHALL ALSO EXTEND, ON THE SAME BASIS, TO FELA CLAIMS BASED ON ACTUAL OR ALLEGED VIOLATIONS OF ANY FEDERAL, STATE OR LOCAL LAWS OR REGULATIONS, INCLUDING BUT NOT LIMITED TO THE SAFETY APPLIANCE ACT, THE BOILER INSPECTION ACT, THE OCCUPATIONAL HEALTH AND SAFETY ACT, THE RESOURCE CONSERVATION AND RECOVERY ACT, AND ANY SIMILAR STATE OR FEDERAL STATUTE.
- (d) Upon written notice from Licensor, Licensee agrees to assume the defense of any lawsuit or other proceeding brought against any Indemnatee by any entity, relating to any matter covered by this License for which Licensee has an obligation to assume liability for and/or save and hold harmless any Indemnatee. Licensee shall pay all costs incident to such defense, including, but not limited to, attorneys' fees, investigators' fees, litigation and appeal expenses, settlement payments, and amounts paid in satisfaction of judgments.

PERSONAL PROPERTY WAIVER

- 20. ALL PERSONAL PROPERTY, INCLUDING, BUT NOT LIMITED TO, FIXTURES, EQUIPMENT, OR RELATED MATERIALS UPON THE PREMISES WILL BE AT THE RISK OF LICENSEE ONLY, AND NO INDEMNITEE WILL BE LIABLE FOR ANY DAMAGE THERETO OR THEFT THEREOF, WHETHER OR NOT DUE IN WHOLE OR IN PART TO THE NEGLIGENCE OF ANY INDEMNITEE.

INSURANCE

- 21. Licensee shall, at its sole cost and expense, procure and maintain during the life of this Agreement the following insurance coverage:

- A. **Commercial General Liability Insurance.** This insurance shall contain broad form contractual liability with a combined single limit of a minimum of \$5,000,000 each occurrence and an aggregate limit of at least \$10,000,000. Coverage must be purchased on a post 1998 ISO occurrence or equivalent and include coverage for, but not limited to, the following:
- ◆ Bodily Injury and Property Damage
 - ◆ Personal Injury and Advertising Injury
 - ◆ Fire legal liability
 - ◆ Products and completed operations

This policy shall also contain the following endorsements, which shall be indicated on the certificate of insurance:

- ◆ The employee and workers compensation related exclusions in the above policy shall not apply with respect to claims related to railroad employees.
- ◆ The definition of insured contract shall be amended to remove any exclusion or other limitation for any work being done within 50 feet of railroad property.
- ◆ Any exclusions related to the explosion, collapse and underground hazards shall be removed.

No other endorsements limiting coverage may be included on the policy.

- B. **Business Automobile Insurance.** This insurance shall contain a combined single limit of at least \$1,000,000 per occurrence, and include coverage for, but not limited to the following:
- ◆ Bodily injury and property damage
 - ◆ Any and all vehicles owned, used or hired
- C. **Workers Compensation and Employers Liability Insurance.** This insurance shall include coverage for, but not limited to:
- ◆ Licensee's statutory liability under the worker's compensation laws of the state(s) in which the work is to be performed. If optional under State law, the insurance must cover all employees anyway.
 - ◆ Employers' Liability (Part B) with limits of at least \$500,000 each accident, \$500,000 by disease policy limit, \$500,000 by disease each employee.
- D. **Railroad Protective Liability Insurance.** This insurance shall name only the Licensor as the Insured with coverage of at least \$5,000,000 per occurrence and \$10,000,000 in the aggregate. The coverage obtained under this policy shall only be effective during the initial installation and/or construction of the PIPELINE. **THE CONSTRUCTION OF THE PIPELINE SHALL BE COMPLETED WITHIN ONE (1) YEAR OF THE EFFECTIVE DATE.** If further maintenance of the PIPELINE is needed at a later date, an additional Railroad Protective Liability Insurance Policy shall be required. The policy shall be issued on a standard ISO form CG 00 35 10 93 and include the following:
- ◆ Endorsed to include the Pollution Exclusion Amendment (ISO form CG 28 31 10 93)
 - ◆ Endorsed to include the Limited Seepage and Pollution Endorsement.
 - ◆ Endorsed to include Evacuation Expense Coverage Endorsement.
 - ◆ No other endorsements restricting coverage may be added.

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- ◆ The original policy must be provided to the Licensor prior to performing any work or services under this Agreement.

In lieu of providing a Railroad Protective Liability Policy, Licensee may participate in Licensor's Blanket Railroad Protective Liability Insurance Policy available to Licensee or its contractor. The limits of coverage are the same as above. The cost is \$1,000.

- ☒ I elect to participate in Licensor's Blanket Policy;
- ☐ I elect not to participate in Licensor's Blanket Policy.

Other Requirements:

Where allowable by law, all policies (applying to coverage listed above) shall contain no exclusion for punitive damages and certificates of insurance shall reflect that no exclusion exists.

Licensee agrees to waive its right of recovery against Licensor for all claims and suits against Licensor. In addition, its insurers, through policy endorsement, waive their right of subrogation against Licensor for all claims and suits. The certificate of insurance must reflect waiver of subrogation endorsement. Licensee further waives its right of recovery, and its insurers also waive their right of subrogation against Licensor for loss of its owned or leased property or property under its care, custody, or control.

Licensee's insurance policies through policy endorsement must include wording which states that the policy shall be primary and non-contributing with respect to any insurance carried by Licensor. The certificate of insurance must reflect that the above wording is included in evidenced policies.

All policy(ies) required above (excluding Workers Compensation, Contractor's Pollution Legal Liability and if applicable, Railroad Protective) shall include a severability of interest endorsement and shall name Licensor and Staubach Global Services - RR, Inc. as an additional insured with respect to work performed under this agreement. Severability of interest and naming Licensor and Staubach Global Services - RR, Inc. as additional insureds shall be indicated on the certificate of insurance.

Licensee is not allowed to self-insure without the prior written consent of Licensor. If granted by Licensor, any deductible, self-insured retention or other financial responsibility for claims shall be covered directly by Licensee in lieu of insurance. Any and all Licensor liabilities that would otherwise, in accordance with the provisions of this Agreement, be covered by Licensee's insurance will be covered as if Licensee elected not to include a deductible, self-insured retention, or other financial responsibility for claims.

Prior to commencing the Work, Licensee shall furnish to Licensor an acceptable certificate(s) of insurance including an original signature of the authorized representative evidencing the required coverage, endorsements, and amendments. The policy(ies) shall contain a provision that obligates the insurance company(ies) issuing such policy(ies) to notify Licensor in writing at least 30 days prior to any cancellation, non-renewal, substitution or material alteration. This cancellation provision shall be indicated on the certificate of insurance. In the event of a claim or lawsuit involving Railroad arising out of this agreement, Licensee will make available any required policy covering such claim or lawsuit.

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Any insurance policy shall be written by a reputable insurance company acceptable to Licensor or with a current Best's Guide Rating of A- and Class VII or better, and authorized to do business in the state(s) in which the service is to be provided.

Licensee represents that this License has been thoroughly reviewed by Licensee's insurance agent(s)/broker(s), who have been instructed by Licensee to procure the insurance coverage required by this Agreement. Allocated Loss Expense shall be in addition to all policy limits for coverages referenced above.

Not more frequently than once every five years, Licensor may reasonably modify the required insurance coverage to reflect then-current risk management practices in the railroad industry and underwriting practices in the insurance industry.

If any portion of the operation is to be subcontracted by Licensee, Licensee shall require that the subcontractor shall provide and maintain insurance coverages as set forth herein, naming Licensor as an additional insured, and shall require that the subcontractor shall release, defend and indemnify Licensor to the same extent and under the same terms and conditions as Licensee is required to release, defend and indemnify Licensor herein.

Failure to provide evidence as required by this section shall entitle, but not require, Licensor to terminate this License immediately. Acceptance of a certificate that does not comply with this section shall not operate as a waiver of Licensee's obligations hereunder.

The fact that insurance (including, without limitation, self-insurance) is obtained by Licensee shall not be deemed to release or diminish the liability of Licensee including, without limitation, liability under the indemnity provisions of this License. Damages recoverable by Licensor shall not be limited by the amount of the required insurance coverage.

For purposes of this section, Licensor shall mean "Burlington Northern Santa Fe Corporation", "BNSF Railway Company" and the subsidiaries, successors, assigns and affiliates of each.

ENVIRONMENTAL

22. (a) Licensee shall strictly comply with all federal, state and local environmental laws and regulations in its use of the Premises, including, but not limited to, the Resource Conservation and Recovery Act, as amended (RCRA), the Clean Water Act, the Oil Pollution Act, the Hazardous Materials Transportation Act, CERCLA (collectively referred to as the "Environmental Laws"). Licensee shall not maintain a treatment, storage, transfer or disposal facility, or underground storage tank, as defined by Environmental Laws on the Premises. Licensee shall not release or suffer the release of oil or hazardous substances, as defined by Environmental Laws on or about the Premises.
- (b) Licensee shall give Licensor immediate notice to Licensor's Resource Operations Center at (800) 832-5452 of any release of hazardous substances on or from the Premises, violation of Environmental Laws, or inspection or inquiry by governmental authorities charged with enforcing Environmental Laws with respect to Licensee's use of the Premises. Licensee shall use the best efforts to promptly respond to any

release on or from the Premises. Licensee also shall give Licensor immediate notice of all measures undertaken on behalf of Licensee to investigate, remediate, respond to or otherwise cure such release or violation.

- (c) In the event that Licensor has notice from Licensee or otherwise of a release or violation of Environmental Laws arising in any way with respect to the PIPELINE which occurred or may occur during the term of this License, Licensor may require Licensee, at Licensee's sole risk and expense, to take timely measures to investigate, remediate, respond to or otherwise cure such release or violation affecting the Premises or Licensor's right-of-way.
- (d) Licensee shall promptly report to Licensor in writing any conditions or activities upon the Premises known to Licensee which create a risk of harm to persons, property or the environment and shall take whatever action is necessary to prevent injury to persons or property arising out of such conditions or activities; provided, however, that Licensee's reporting to Licensor shall not relieve Licensee of any obligation whatsoever imposed on it by this License. Licensee shall promptly respond to Licensor's request for information regarding said conditions or activities.

ALTERATIONS

- 23. Licensee may not make any alterations to the Premises or permanently affix anything to the Premises or any buildings or other structures adjacent to the Premises without Licensor's prior written consent.

NO WARRANTIES

- 24. **LICENSOR'S DUTIES AND WARRANTIES ARE LIMITED TO THOSE EXPRESSLY STATED IN THIS LICENSE AND SHALL NOT INCLUDE ANY IMPLIED DUTIES OR IMPLIED WARRANTIES, NOW OR IN THE FUTURE. NO REPRESENTATIONS OR WARRANTIES HAVE BEEN MADE BY LICENSOR OTHER THAN THOSE CONTAINED IN THIS LICENSE. LICENSEE HEREBY WAIVES ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE PREMISES OR WHICH MAY EXIST BY OPERATION OF LAW OR IN EQUITY, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY, HABITABILITY OR FITNESS FOR A PARTICULAR PURPOSE.**

QUIET ENJOYMENT

- 25. **LICENSOR DOES NOT WARRANT ITS TITLE TO THE PROPERTY NOR UNDERTAKE TO DEFEND LICENSEE IN THE PEACEABLE POSSESSION OR USE THEREOF. NO COVENANT OF QUIET ENJOYMENT IS MADE.**

DEFAULT

- 26. If default shall be made in any of the covenants or agreements of Licensee contained in this document, or in case of any assignment or transfer of this License by operation of law, Licensor may, at its option, terminate this License by serving five (5) days' notice in writing upon Licensee. Any waiver by Licensor of any default or defaults shall not constitute a waiver of the right to terminate this License for any subsequent default or defaults, nor shall

any such waiver in any way affect Licensor's ability to enforce any Section of this License. The remedy set forth in this Section 26 shall be in addition to, and not in limitation of, any other remedies that Licensor may have at law or in equity.

LIENS AND CHARGES

27. Licensee shall promptly pay and discharge any and all liens arising out of any construction, alterations or repairs done, suffered or permitted to be done by Licensee on Premises. Licensor is hereby authorized to post any notices or take any other action upon or with respect to Premises that is or may be permitted by law to prevent the attachment of any such liens to Premises; provided, however, that failure of Licensor to take any such action shall not relieve Licensee of any obligation or liability under this Section 27 or any other Section of this License. Licensee shall pay when due any taxes, assessments or other charges (collectively, "Taxes") levied or assessed upon the Improvements by any governmental or quasi-governmental body or any Taxes levied or assessed against Licensor or the Premises that are attributable to the Improvements.

TERMINATION

28. This License may be terminated by Licensor, at any time, by serving thirty (30) days' written notice of termination upon Licensee. This License may be terminated by Licensee upon execution of Licensor's Mutual Termination Letter Agreement then in effect. Upon expiration of the time specified in such notice, this License and all rights of Licensee shall absolutely cease.
29. If Licensee fails to surrender to Licensor the Premises, upon any termination of this License, all liabilities and obligations of Licensee hereunder shall continue in effect until the Premises are surrendered. Termination shall not release Licensee from any liability or obligation, whether of indemnity or otherwise, resulting from any events happening prior to the date of termination.

ASSIGNMENT

30. Neither Licensee, nor the heirs, legal representatives, successors, or assigns of Licensee, nor any subsequent assignee, shall assign or transfer this License or any interest herein, without the prior written consent and approval of Licensor, which may be withheld in Licensor's sole discretion.

NOTICES

31. Any notice required or permitted to be given hereunder by one party to the other shall be in writing and the same shall be given and shall be deemed to have been served and given if (i) placed in the United States mail, certified, return receipt requested, or (ii) deposited into the custody of a nationally recognized overnight delivery service, addressed to the party to be notified at the address for such party specified below, or to such other address as the party to be notified may designate by giving the other party no less than thirty (30) days' advance written notice of such change in address.

If to Licensor: Staubach Global Services - RR, Inc.
 3017 Lou Menk Drive, Suite 100
 Fort Worth, TX 76131-2800
 Attn: Licenses/Permits

with a copy to: BNSF Railway Company
 2500 Lou Menk Dr. – AOB3
 Fort Worth, TX 76131
 Attn: Manager – Land Revenue Management

If to Licensee: Spring River Public Wholesale Water Supply District No. 19
 8770 SW Messer Road
 Columbus, Kansas 66725

SURVIVAL

32. Neither termination nor expiration will release either party from any liability or obligation under this License, whether of indemnity or otherwise, resulting from any acts, omissions or events happening prior to the date of termination or expiration, or, if later, the date when the PIPELINE and improvements are removed and the Premises are restored to its condition as of the Effective Date.

RECORDATION

33. It is understood and agreed that this License shall not be placed on public record.

APPLICABLE LAW

34. All questions concerning the interpretation or application of provisions of this License shall be decided according to the substantive laws of the State of Texas without regard to conflicts of law provisions.

SEVERABILITY

35. To the maximum extent possible, each provision of this License shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this License shall be prohibited by, or held to be invalid under, applicable law, such provision shall be ineffective solely to the extent of such prohibition or invalidity, and this shall not invalidate the remainder of such provision or any other provision of this License.

INTEGRATION

36. This License is the full and complete agreement between Licensor and Licensee with respect to all matters relating to Licensee's use of the Premises, and supersedes any and all other agreements between the parties hereto relating to Licensee's use of the Premises as described herein. However, nothing herein is intended to terminate any surviving obligation of Licensee or Licensee's obligation to defend and hold Licensor harmless in any prior written agreement between the parties.

MISCELLANEOUS

37. In the event that Licensee consists of two or more parties, all the covenants and agreements of Licensee herein contained shall be the joint and several covenants and agreements of such parties.
38. The waiver by Licensor of the breach of any provision herein by Licensee shall in no way impair the right of Licensor to enforce that provision for any subsequent breach thereof.

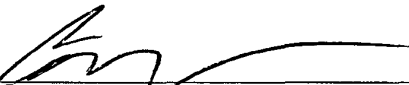
Staubach Global Services - RR, Inc. is acting as representative for BNSF Railway Company.

IN WITNESS WHEREOF, this License has been duly executed, in duplicate, by the parties hereto as of the day and year first above written.

BNSF RAILWAY COMPANY

Staubach Global Services - RR, Inc.,
its Attorney in Fact
3017 Lou Menk Drive, Suite 100
Fort Worth, TX 76131-2800

By:



Ed Darter

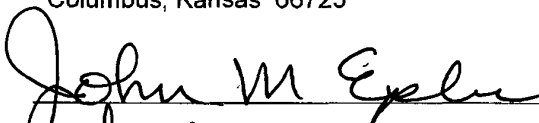
Title:

Vice President - National Accounts

**SPRING RIVER PUBLIC WHOLESALE WATER SUPPLY
DISTRICT NO. 19**

8770 SW Messer Road
Columbus, Kansas 66725

By:



Title:

Chairman

EXHIBIT "A"

ATTACHED TO CONTRACT BETWEEN
BNSF RAILWAY COMPANY
 AND

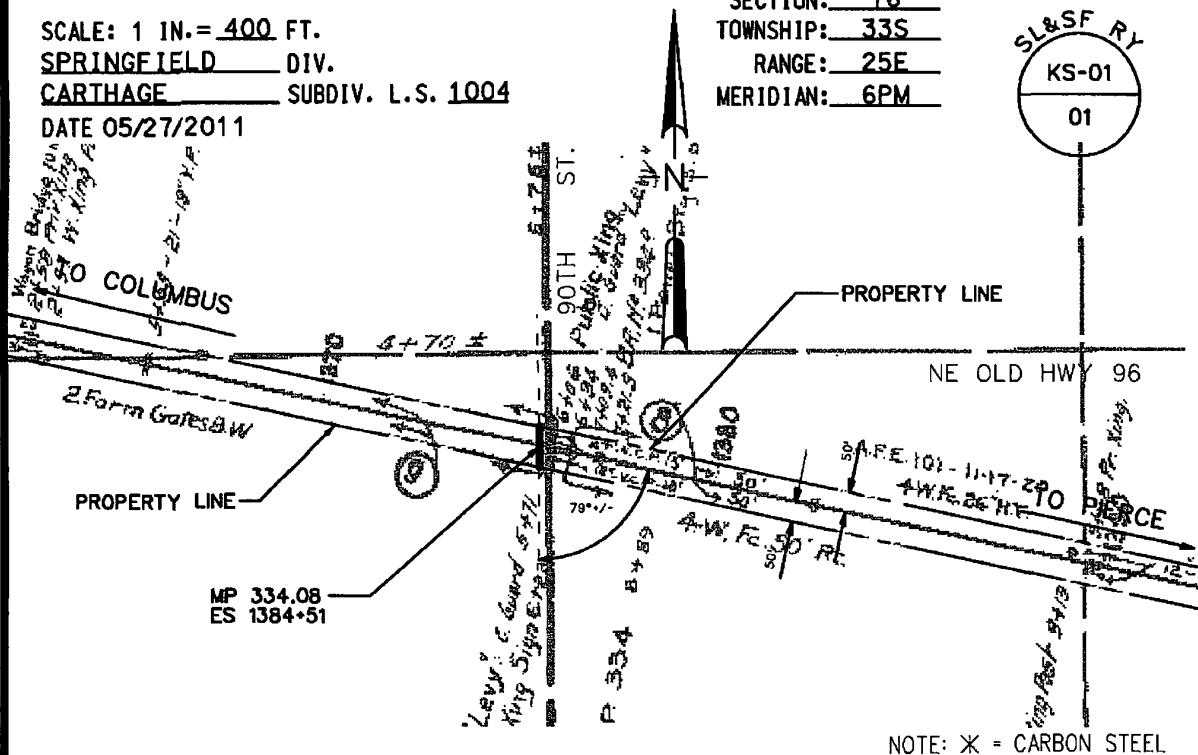
**SPRING RIVER PUBLIC WHOLESALE
 WATER SUPPLY DISTRICT NO. 19**

SCALE: 1 IN. = 400 FT.
 SPRINGFIELD DIV.
 CARTHAGE SUBDIV. L.S. 1004
 DATE 05/27/2011

SECTION: 16
 TOWNSHIP: 33S
 RANGE: 25E
 MERIDIAN: 6PM



MAP REF. R57852



**DESCRIPTION OF PIPELINE
 PIPELINE SHOWN BOLD**

	CARRIER PIPE	CASING PIPE		CARRIER PIPE	CASING PIPE
SIZE:	4.266"	13.124"	LENGTH ON R/W:	102'	102'
CONTENTS:	WATER		WORKING PRESSURE:	160 PSI	
PIPE MATERIAL:	PVC	STEEL	BURY: BASE/RAIL TO TOP OF CASING	5.7'	
SPECIFICATION/GRADE:	AWWA C900	SCH40 *	BURY: NATURAL GROUND	4'	
WALL THICKNESS:	0.267"	0.438"	BURY: ROADWAY DITCHES	3' MIN	
COATING:	-	-	CATHODIC PROTECTION	YES	

VENTS: NUMBER — SIZE — HEIGHT OF VENT ABOVE GROUND —

NOTE: CASING TO BE JACKED OR DRY BORED ONLY

NEAR CRESTLINE
 COUNTY OF CHEROKEE

STATE OF KS

JRH

DRAWING NO. 1-51878

Contract Transmittal



BNSF
Burlington Northern Santa Fe

Complete the form and send with original contract to:
BNSF Corporate Support, Contract Records, 4929
Northeast Parkway, Fort Worth, TX 76106-1818. See
attached instructions for more information.

ONLY ORIGINAL CONTRACT WITH ORIGINAL SIGNATURES ARE TO BE SUBMITTED TO CORPORATE SUPPORT										
FORM SUBMITTED BY:			PHONE NUMBER		FAX NUMBER		DATE SUBMITTED			
Vicki Norman			(817) 230-2628		(817) 306-8265		8/5/2011			
DEPARTMENT			LOCATION		CONTRACT SIGNED BY: Name and Title				OFFICER CODE	
Permit Services			Fort Worth, Texas		Ed Darter, Vice President - National Accounts				OPM	
<input checked="" type="checkbox"/> NEW CONTRACT Complete the following:										
DATE OF CONTRACT (mm/dd/yyyy)			EFFECTIVE DATE (mm/dd/yyyy)		EXPIRATION DATE (mm/dd/yyyy)		REVIEW DATE (mm/dd/yyyy)			
8/5/2011			8/5/2011		8/5/2036					
<input type="checkbox"/> AMENDMENT Complete the following:										
ORIGINAL CONTRACT NO.			ORIGINAL CONTRACT DATE (mm/dd/yyyy)			AMENDMENT DATE (mm/dd/yyyy)				
<input type="checkbox"/> CANCELLATION Complete the following:										
ORIGINAL CONTRACT NO.			ORIGINAL CONTRACT DATE (mm/dd/yyyy)			TERMINATION DATE (mm/dd/yyyy)				
AMOUNT - TOTAL OR MAXIMUM CONSIDERATION		LAW DEPT. APPROVAL REQUIRED (SEE SECTION VI OF RULES GOVERNING AUTHORITY).				FINANCE DEPT. APPROVAL (SEE SECTION VII OF RULES GOVERNING AUTHORITY). CHECK EACH THAT APPLIES.				
\$2,500		<input checked="" type="checkbox"/> FORM NO. 424 AND REVISION DATE: 4/26/2005 OR <input type="checkbox"/> ATTORNEY'S APPROVAL: (PRINT ATTORNEY NAME)				<input type="checkbox"/> ACCOUNTING APPROVAL _____ AND/OR <input type="checkbox"/> RISK MANAGEMENT APPROVAL _____ AND/OR <input type="checkbox"/> TAX APPROVAL _____ AND/OR <input type="checkbox"/> DOCUMENTATION INDICATING APPROVAL IS ATTACHED, OR <input type="checkbox"/> NO FINANCE DEPT. APPROVAL REQUIRED				
CONTRACT TYPE CODE		_____ OR								
PR-PL		<input type="checkbox"/> DOCUMENTATION INDICATING ATTORNEY APPROVAL (APPROVAL IS ATTACHED)								
CONTRACT PARTIES (OTHER THAN BNSF)										
Spring River Public Wholesale Water Supply District No. 19										
DESCRIPTION OF THE CONTRACT						IS CONTRACT ARRA FUNDED? YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>				
one (1) Pipeline(s), 4.266" inches in diameter inside a 13.124" inch steel casing carrying potable water.										
CONFIDENTIAL (Y,N)		CPAR NUMBER		AFE NUMBER		VENDOR NO. ASSIGNED TO CONTRACT				
<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO										
CONTRACT LOCATION				LINE SEGMENT / MILEPOST INFORMATION						
STATE	COUNTY	CITY		LINE SEG. #	FROM MP #	TO MP #	LINE SEG #	FROM MP #	TO MP #	
Kansas	Cherokee	Crestline		1004	334.08					
CONTRACT HAS MULTIPLE LOCATIONS				CROSS REFERENCE NUMBER						
<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO				11-42871						
DOT NUMBER		FEDERAL FUNDED (Y,N)		FEDERAL PROJECT ID #		STATE PROJECT ID #				
		<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO								
CONTRACT OUT CLAUSE		WHAT IS THE CONTRACT TERM?				CONTRACT MANAGER NAME (print name)				
NUMBER OF DAYS 30		FIXED (DEFINITE) TERM <input checked="" type="checkbox"/> ONGOING (INDEFINITE) TERM <input type="checkbox"/> EVERGREEN (EXPIRATION DATE, THEN INDEFINITE) <input type="checkbox"/>				Vicki Norman				
BNSF BILLS OTHER PARTY? (Y) (N)		SUBMITTING DEPT. IS RESPONSIBLE FOR NOTIFYING CORPORATE SUPPORT WHEN CONTRACT IS CANCELLED				CONTRACT NO. ASSIGNED BY CORPORATE SUPPORT				
IF YES, ATTACH EXTRA COPY OF CONTRACT FOR ACCT. DISTRIBUTION NOTE: NO OTHER DISTRIBUTION WILL BE MADE						BF63277				

AUG 22 2011

CONSENT FOR EPA ENVIRONMENTAL PROPERTY ACCESS

BNSF Railway Company ("BNSF"), on the 20th day of November, 2013 ("Effective Date") consents as follows ("Consent"):

The description of the property ("Premises") is as follows: BNSF-owned railroad right-of-way located in Cherokee County, Kansas, as marked on Exhibit "A", and made a part of this Consent.

1. EPA has provided BNSF with a request for access in order to perform a site inspection and remedial investigation pursuant to the Comprehensive Environmental Response, Compensation, and Liability Act ("CERCLA"). BNSF consents to the United States Environmental Protection Agency ("EPA"), Region 7 and its authorized contractor representatives entering and having continued access to the Premises for performing environmental and engineering explorations to include one of, or a combination of, the following categories of work:
 - (a) Meet with site owners or representatives;
 - (b) Collect soil and groundwater samples;
 - (c) Conduct a visual inspection;
 - (d) Take photographs of relevant site conditions; and
 - (e) Conduct remedial investigation.
2. Any contractors or subcontractors performing work on the Premises, or entering the Premise on behalf of EPA, are deemed authorized representatives of EPA for purposes of this Consent. These contractors or subcontractors shall keep a copy of this Consent with them while on the Premises.
3. This Consent will commence on the Effective Date and will continue through November 20, 2014, except BNSF may terminate the access at any time by serving ten days written notice of termination upon EPA, stating the date the termination will take place. After completion of the sampling EPA will notify BNSF in writing of completion of the use of the Premises.
4. EPA has advised BNSF that EPA will notify BNSF's Representatives at least 24 hours in advance of the above referenced environmental sampling whenever practicable. The appropriate contacts are the BNSF Roadmaster at telephone (417) 829-2360, and the BNSF Director of Environmental Project Controls & Real Estate at (817) 352-0194. In the event of an emergency, EPA must notify the BNSF Roadmaster and the BNSF Director of Environmental Project Controls & Real Estate of EPA's entry as soon as reasonably practicable.
5. EPA agrees to reimburse BNSF for all costs and expenses incurred by BNSF in connection with the furnishing of BNSF's Flagperson. The cost of flagger services provided by BNSF, when deemed necessary by BNSF's representative, will be borne by EPA. The estimated cost for one flagger is \$800.00 for an eight hour basic day with time and one-half or double time for overtime.


6. BNSF consents to access in order for EPA to carry out the above activities pursuant to its response and enforcement authority under CERCLA, 42 U.S.C. § 9601 *et. seq.* Nothing in this Consent is intended to enlarge or expand such statutory authority.
7. Such consent is conditioned on compliance with the NCP and other applicable laws, statutes, regulations, ordinances, orders, covenants, restrictions, or decisions of any court of competent jurisdiction ("Legal Requirements") relating to the use of the Premises. EPA has advised BNSF that it will provide a work plan to the BNSF Director of Environmental Project Controls & Real Estate at 2500 Lou Menk Dr. – AOB3, Fort Worth, Texas 76131, telephone (817) 352-0194 one week prior to entering the premises.
8. BNSF has advised EPA that its contractors should complete the safety training program at the following Internet Website "<http://contractororientation.com>" prior to entering the Premises.
9. BNSF has further advised EPA that the Premises are in dangerous proximity to railroad tracks, and of the potential consequence of allowing personnel, equipment or materials to foul BNSF's tracks.
 - (a) No tests, investigations, or any other activities using mechanized equipment and/or machinery, or placing or storing of any mechanized equipment, tools, or other materials, should be conducted within 25 feet of the centerline of any tracks unless EPA obtains prior written approval from BNSF. At the time of approval of access within 25 feet of the centerline of the tracks, BNSF or a BNSF representative may deem the use of a BNSF Flagperson necessary.
 - (b) EPA will ensure the safety of those performing the sampling and shall perform all activities on and about the Premises in such a manner as not to be a source of danger to or interference with the existence or use of tracks, roadbed or property of BNSF.
 - (c) BNSF reserves the right to require EPA to temporarily cease using the Premises at any time due to any hazardous condition. Notwithstanding the foregoing, the parties acknowledge that BNSF has no duty or obligation to monitor EPA's use of the Premises to determine the safety of EPA's work.
10. EPA indicates that it will provide the designated BNSF representatives with copies of:
 - (a) all data that has been collected from the Premises and has been quality assured;
 - (b) the results of analysis of split samples collected; and
 - (c) the health and safety plans being implemented by EPA's contractors on the Premises.
11. BNSF has advised that there may be subsurface installations of various types at the Premises and that EPA should explore the proposed location for any subsurface work which might adversely affect underground utilities or BNSF underground structures with hand tools to a depth of at least three feet below the surface of the ground to determine whether pipelines or other structures exist below the surface.

- (a) In lieu of the foregoing, EPA may use suitable detection equipment or other generally accepted industry practice (e.g., consulting with the Underground Services Association) to determine the existence or location of pipelines and other subsurface structures prior to drilling or excavating with mechanized equipment.
 - (b) Prior to performing any hand-auguring, which might adversely affect underground utilities or BNSF underground structures, EPA may notify appropriate persons to obtain utility and underground structure locations.
12. EPA has provided copies of the contractors' certificates of insurance providing coverage with respect to workman's compensation, and other liabilities having BNSF as an additional insured for EPA's sampling activities under this Consent. EPA's contractor has named BNSF as an additional insured.
13. BNSF reserves, and this Consent is without prejudice to, claims against the United States, subject to the provisions of Chapter 171 of Title 28 of the United States Code, for money damages for injury or loss of property or personal injury or death caused by negligent or wrongful act or omission of any employee of the United States while acting within the scope of his office or employment under circumstances where the United States, if a private person, would be liable of the claimant in accordance with the law of the place where the act or omission occurred.

BNSF RAILWAY COMPANY

By: Jones Lang LaSalle Brokerage, Inc., Its Representative
4300 Amon Carter Blvd., Suite 100
Fort Worth, TX 76155

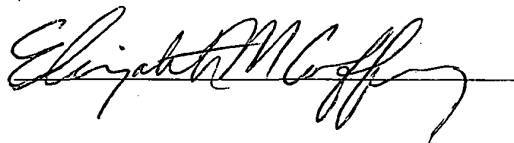
By:


Ed Darter

Senior Vice President – National Accounts

U.S. ENVIRONMENTAL PROTECTION AGENCY, REGION 7

By:




Draft 4
06/16/10

6. BNSF consents to access in order for EPA to carry out the above activities pursuant to its response and enforcement authority under CERCLA, 42 U.S.C. § 9601 *et. seq.* Nothing in this Consent is intended to enlarge or expand such statutory authority.
7. Such consent is conditioned on compliance with the NCP and other applicable laws, statutes, regulations, ordinances, orders, covenants, restrictions, or decisions of any court of competent jurisdiction ("Legal Requirements") relating to the use of the Premises. EPA has advised BNSF that it will provide a work plan to the BNSF Director of Environmental Project Controls & Real Estate at 2500/Lou Menk Dr. - AOB3, Fort Worth, Texas 76131, telephone (817) 352-0194 one week prior to entering the premises.
8. BNSF has advised EPA that its contractors should complete the safety training program at the following Internet Website "<http://contractororientation.com>" prior to entering the Premises.
9. BNSF has further advised EPA that the Premises are in dangerous proximity to railroad tracks, and of the potential consequence of allowing personnel, equipment or materials to foul BNSF's tracks.
 - (a) No tests, investigations, or any other activities using mechanized equipment and/or machinery, or placing or storing of any mechanized equipment, tools, or other materials, should be conducted within 25 feet of the centerline of any tracks unless EPA obtains prior written approval from BNSF. At the time of approval of access within 25 feet of the centerline of the tracks, BNSF or a BNSF representative may deem the use of a BNSF Flagperson necessary.
 - (b) EPA will ensure the safety of those performing the sampling and shall perform all activities on and about the Premises in such a manner as not to be a source of danger to or interference with the existence or use of tracks, roadbed or property of BNSF.
 - (c) BNSF reserves the right to require EPA to temporarily cease using the Premises at any time due to any hazardous condition. Notwithstanding the foregoing, the parties acknowledge that BNSF has no duty or obligation to monitor EPA's use of the Premises to determine the safety of EPA's work.
10. EPA indicates that it will provide the designated BNSF representatives with copies of:
 - (a) all data that has been collected from the Premises and has been quality assured;
 - (b) the results of analysis of split samples collected; and
 - (c) the health and safety plans being implemented by EPA's contractors on the Premises.
11. BNSF has advised that there may be subsurface installations of various types at the Premises and that EPA should explore the proposed location for any subsurface work which might adversely affect underground utilities or BNSF underground structures with hand tools to a depth of at least three feet below the surface of the ground to determine whether pipelines or other structures exist below the surface.

EXHIBIT "A"
ATTACHED TO CONTRACT BETWEEN
BNSF RAILWAY COMPANY
AND
U.S. EPA

SECTION: 5
TOWNSHIP: 34S
RANGE: 24E
MERIDIAN: 6PM



NEUTR
(See inser

MATCH MARK 57962B

MAP REF. 57861

DESCRIPTION:
8 PARCELS OF LAND CONTAINING A TOTAL OF 18,229,902.17 SQ. FT.
(418.5 A.C.) MDRE OR LESS SHOWN SHADED. TO BE USED
REMEDIAL INVESTIGATION.

STATE OF KS

DRAWING NO. 3-57962A

BNSF-CHEROKEE0551

TRACKING NO. 13-47787

EXHIBIT "A"
ATTACHED TO CONTRACT BETWEEN
BNSF RAILWAY COMPANY
AND
U.S. EPA

SCALE: 1 IN. = 400 FT.
SPRINGFIELD DIV.
AFTON SUBDIV. L.S. 104Q
 DATE 6/3/2013

SECTION: 5. 9
TOWNSHIP: 34S
RANGE: 24E
MERIDIAN: 6PM

MATCH MARK 57962A

NEUTRAL
" = 200'
ELEMENTAL MAP

NEAR NEUTRAL
COUNTY OF CHEROKEE

STATE OF KS

MATCH MARK 57962C

MAP REF. 57852

ANB

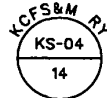
DRAWING NO. 3-57962B

TRACKING NO. 13-47787

EXHIBIT "A"
ATTACHED TO CONTRACT BETWEEN
BNSF RAILWAY COMPANY
AND
U.S. EPA

SCALE: 1 IN. = 400 FT.
SPRINGFIELD DIV.
AFTON SUBDIV. L.S. 1040
 DATE 6/3/2013

SECTION: 15,16
TOWNSHIP: 34S
RANGE: 24E
MERIDIAN: 6PM



MATCH MARK 57962B

A circular stamp with the text "SECTION - 13" around the top and "16" in the center.

NEAR NEUTRAL
COUNTY OF CHEROKEE

STATE OF KS

TRIM LINE

MATCH MARK 57962D

MAP REF. 57852

ANB

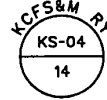
DRAWING NO. 3-57962C

TRACKING NO. 13-47787

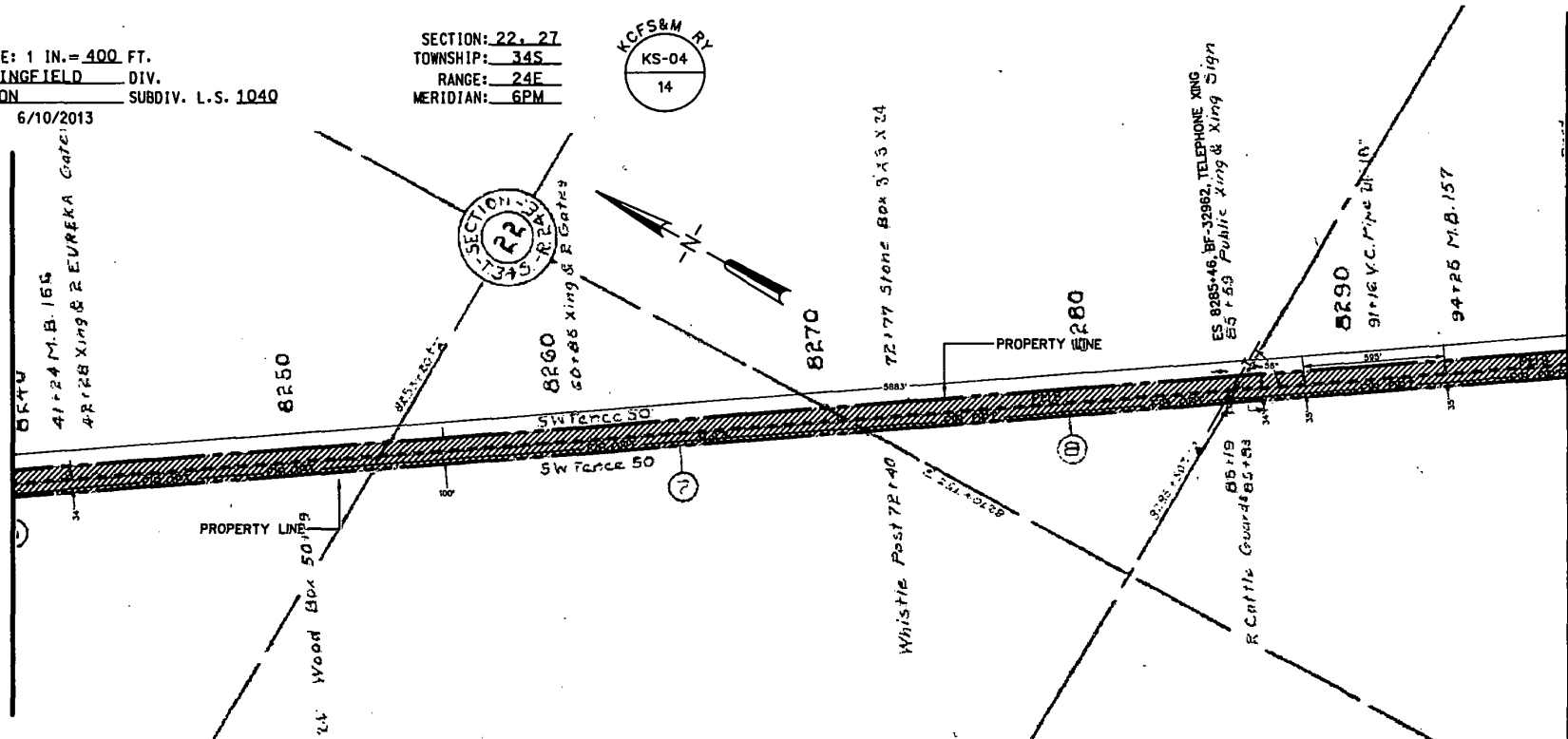
EXHIBIT "A"
ATTACHED TO CONTRACT BETWEEN
BNSF RAILWAY COMPANY
AND
U.S. EPA

SCALE: 1 IN. = 400 FT.
SPRINGFIELD DIV.
AFTON SUBDIV. L.S. 1040
DATE 6/10/2013

SECTION: 22, 27
TOWNSHIP: 34S
RANGE: 24E
MERIDIAN: 6PM



MATCH MARK 57962C



NEAR NEUTRAL
COUNTY OF CHEROKEE

STATE OF KS

ANB

DRAWING NO. 3-57962D

MATCH MARK 57962E

MAP REF. 57861

EXHIBIT "A"
ATTACHED TO CONTRACT BETWEEN
BNSF RAILWAY COMPANY
AND
U.S. EPA

SECTION: 26, 27
TOWNSHIP: 34S
RANGE: 24E
MERIDIAN: 6PM

MATCH MARK 57962D

NEAR NEUTRAL
COUNTY OF CHEROKEE

STATE OF KS

MATCH MARK 57962F

MAP REF. 57852

ANB

DRAWING NO. 3-57962E

TRACKING NO. 13-47787

EXHIBIT "A"
ATTACHED TO CONTRACT BETWEEN
BNSF RAILWAY COMPANY
AND
U.S. EPA

SCALE: 1 IN. = 400 FT.
SPRINGFIELD DIV.
AFION SUBDIV. L.S. 1040
DATE 6/10/2013

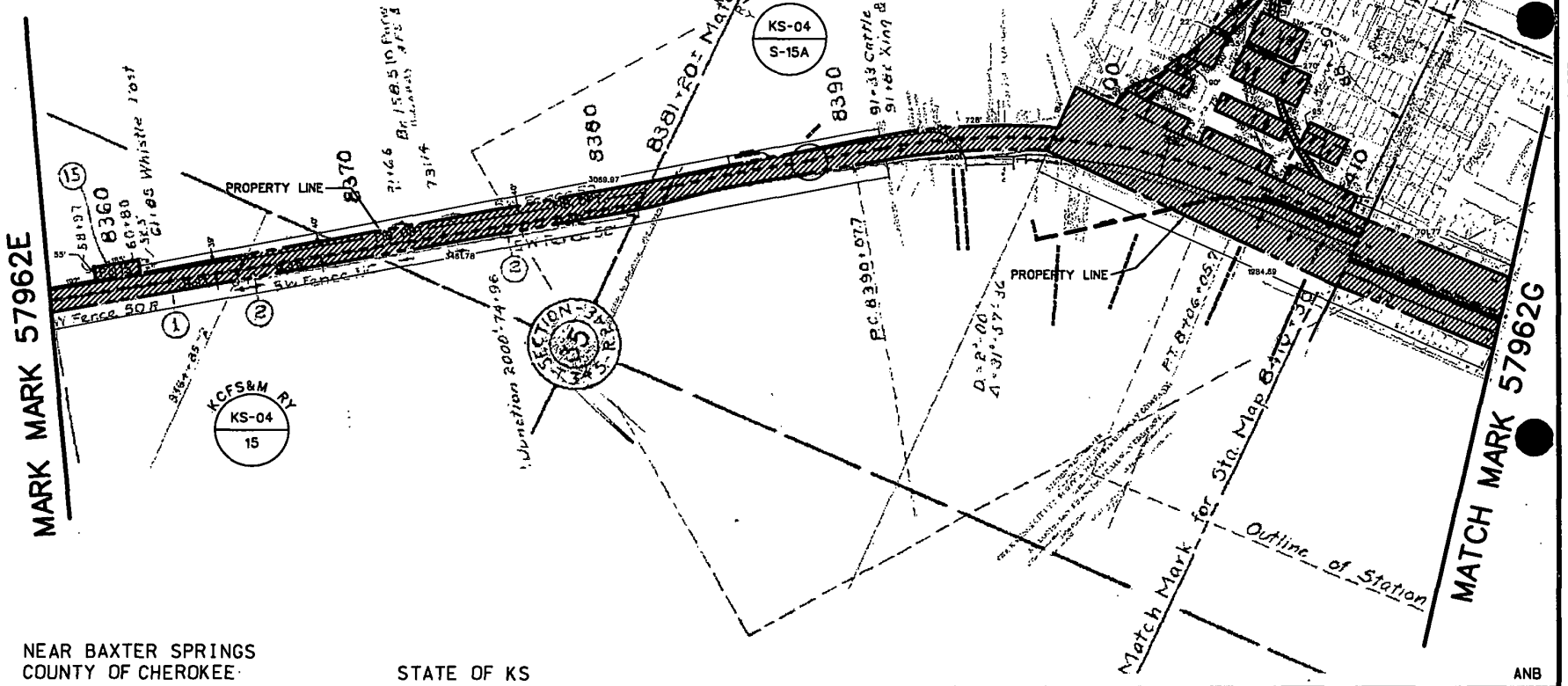
SECTION: 35
TOWNSHIP: 34S
RANGE: 24E
MERIDIAN: 6PM

TRIM LINE

MATCH MARK 57962X

BAXTER

MAP REF. 57852



TRACKING NO. 13-47787

EXHIBIT "A"
ATTACHED TO CONTRACT BETWEEN
BNSF RAILWAY COMPANY
AND
U.S. EPA

SCALE: 1 IN. = 400 FT.
SPRINGFIELD DIV.
AFTON SUBDIV. L.S. 1040
DATE 6/10/2013

SECTION: 2.11
TOWNSHIP: 35S
RANGE: 24E
MERIDIAN: 6PM

TRIM LINE

MATCH MARK 57962F

8457+00 Match

WATCH MARK 57962H

MAP REF. 57852, 57861

AT BAXTER SPRINGS
COUNTY OF CHEROKEE

STATE OF KS

243.

ANB


DRAWING NO. 3-57962G

TRACKING NO. 13-47787

EXHIBIT "A"
ATTACHED TO CONTRACT BETWEEN
BNSF RAILWAY COMPANY
AND
U.S. EPA

SCALE: 1 IN. = 400 FT.
SPRINGFIELD DIV.
AFTON SUBDIV. L.S. 1040
 DATE 6/10/2013

SECTION: 11.12
TOWNSHIP: 35S
RANGE: 24E
MERIDIAN: 6PM



TRIM LINE

A circular stamp with the word 'SECTION' at the top, the number '12' in the center, and 'SS-R 2A' at the bottom.

KANSAS

VAL. SEC. 4 KAN. - K.C.
VAL. SEC. 1 OKLA. - K.C.

OKLAHOMA

MAP REF. 57852

ANB

DRAWING NO. 3-57962H

BNSF-CHEROKEE0558

TRACKING NO. 13-47787

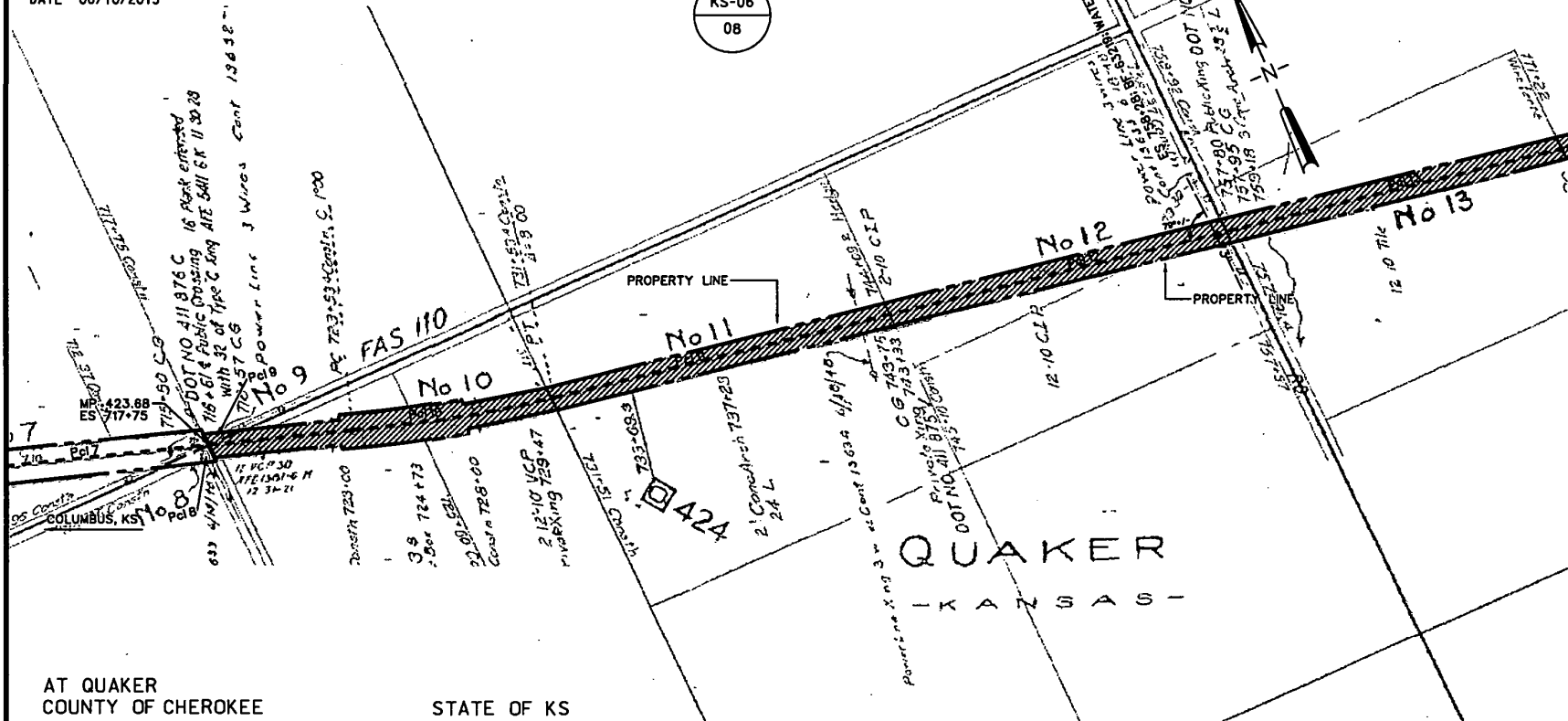
EXHIBIT "A"
ATTACHED TO CONTRACT BETWEEN
BNSF RAILWAY COMPANY
AND
U.S. EPA

SCALE: 1 IN. = 400 FT.
SPRINGFIELD DIV.
JOPLIN SPUR SUBDIV. L.S. 1070
DATE 06/10/2013

SECTION 27, 34, 35
TOWNSHIP: 33S
RANGE: 24E
MERIDIAN: 6PM



TRIM LINE



MATCH MARK 57962J

MAP REF. 57545

DRAWING NO. 3-57962J

TRACKING NO. 13-47787

EXHIBIT "A"
ATTACHED TO CONTRACT BETWEEN
BNSF RAILWAY COMPANY
AND
U.S. EPA

SCALE: 1 IN. = 400 FT.
SPRINGFIELD DIV.
JOPLIN SPUR SUBDIV. L.S. 1070
 DATE 06/10/2013

SECTION: 35.36
TOWNSHIP: 33S
RANGE: 24E
MERIDIAN: 6PM



MATCH MARK 57962!

MATCH MARK 57962K

MAP REF. 67545

NEAR QUAKER
COUNTY OF CHEROKEE

STATE OF KS

ANB

DRAWING NO. 3-57962J

TRACKING NO. 13-47787

EXHIBIT "A"
ATTACHED TO CONTRACT BETWEEN
BNSF RAILWAY COMPANY
AND
U.S. EPA

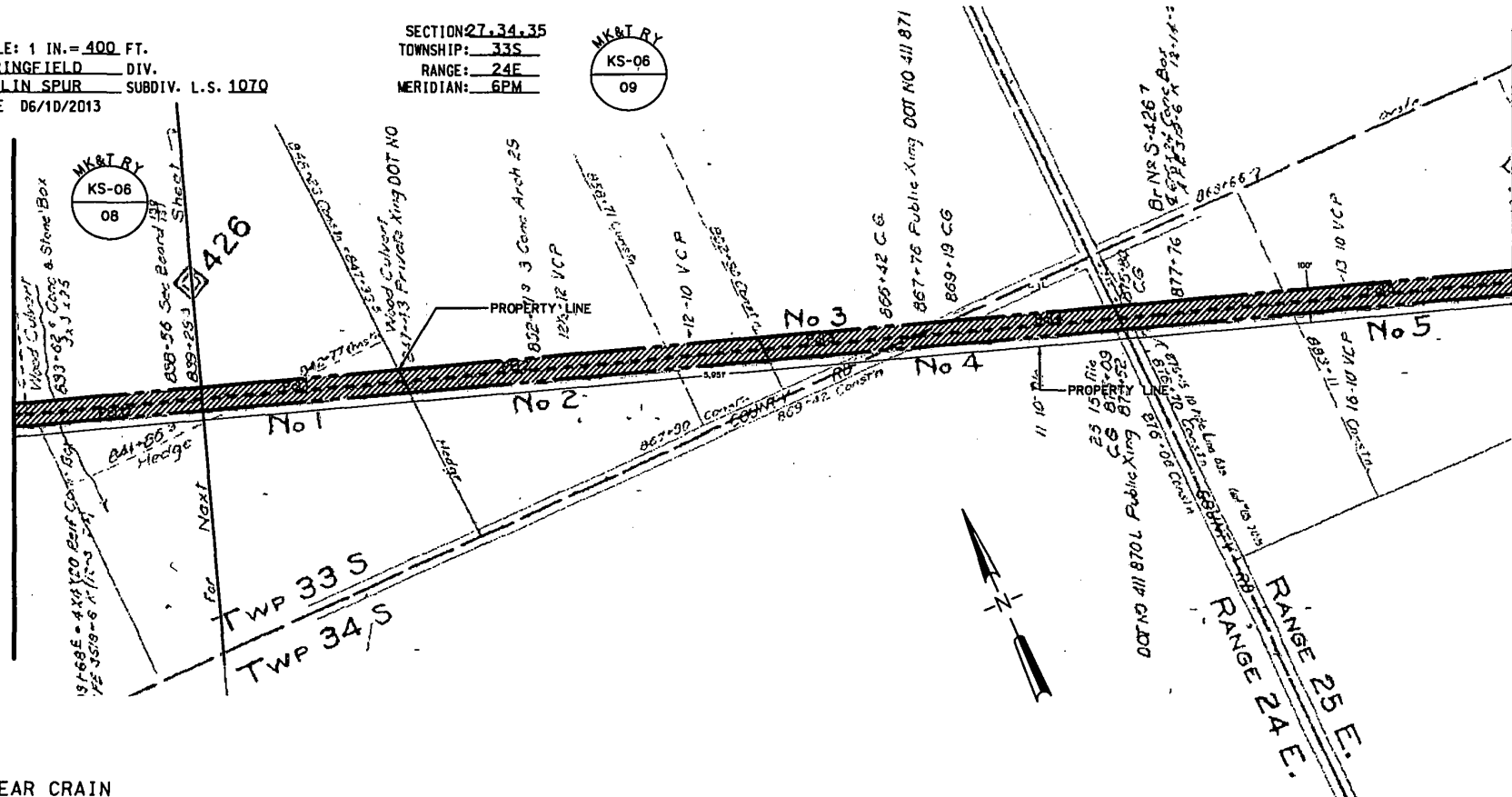
SCALE: 1 IN. = 400 FT.
SPRINGFIELD DIV.
JOPLIN SPUR SUBDIV. L.S. 1070
DATE 06/10/2013

SECTION 27, 34, 35
TOWNSHIP: 33S
RANGE: 24E
MERIDIAN: 6PM



TRIM LINE

MATCH MARK 57962J



MATCH MARK 57963L

MAP REF. 67545

NEAR CRAIN
COUNTY OF CHEROKEE

STATE OF KS

ANB

DRAWING NO. 3-57962K

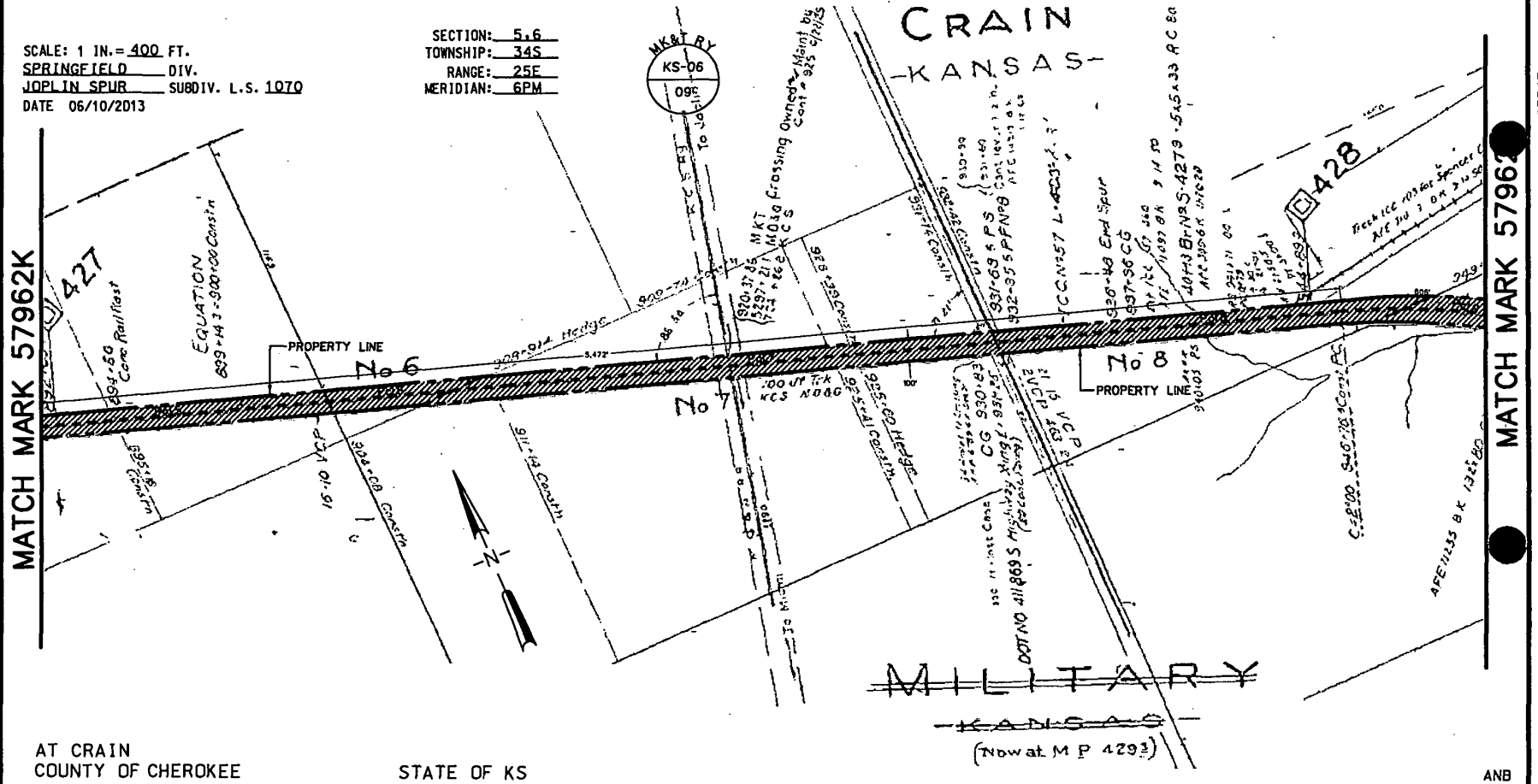
TRACKING NO. 13-47787

EXHIBIT "A"
ATTACHED TO CONTRACT BETWEEN
BNSF RAILWAY COMPANY
AND
U.S. EPA

SCALE: 1 IN. = 400 FT.
SPRINGFIELD DIV.
JOPLIN SPUR SUBDIV. L.S. 1070
DATE 06/10/2013

SECTION: 5.6
TOWNSHIP: 34S
RANGE: 25E
MERIDIAN: 6PM

TRIM LINE



AT CRAIN
COUNTY OF CHEROKEE

STATE OF KS

ANB

DRAWING NO. 3-57962L

MAP REF. 67545

TRACKING NO. 13-47787

EXHIBIT "A"
ATTACHED TO CONTRACT BETWEEN
BNSF RAILWAY COMPANY
AND
U.S. EPA

TRIM LINE

SCALE: 1 IN. = 400 FT.
SPRINGFIELD DIV.
JOPLIN SPUR SUBDIV. L.S. 1070
DATE 06/10/2013

SECTION: 5.9
TOWNSHIP: 34S
RANGE: 25E
MERIDIAN: 6PM



MATCH MARK 57962L

MARK 57962N

MAP REF. 67545

NEAR MILITARY
COUNTY OF CHEROKEE

STATE OF KS

DRAWING NO. 3-57962M

TRACKING NO. 13-47787

EXHIBIT "A"

ATTACHED TO CONTRACT BETWEEN
BNSF RAILWAY COMPANY
AND

U.S. EPA

SCALE: 1 IN. = 400 FT.
SPRINGFIELD DIV.
JOPLIN SPUR SUBDIV. L.S. 1070
 DATE 06/10/2013

SECTION: 9, 10
TOWNSHIP: 34S
RANGE: 25E
MERIDIAN: 6PM

MATCH MARK 57962M

MATCH MARK 579620

NEAR MILITARY
COUNTY OF CHEROKEE

STATE OF KS

ANB

DRAWING NO. 3-57962N

TRACKING NO. 13-47787

EXHIBIT "A"
ATTACHED TO CONTRACT BETWEEN
BNSF RAILWAY COMPANY
AND
U.S. EPA

SCALE: 1 IN. = 400 FT.
SPRINGFIELD DIV.
JOPLIN SPUR SUBDIV. L.S. 1070
DATE 06/10/2013

SECTION: 10, 14, 15
TOWNSHIP: 34S
RANGE: 25E
MERIDIAN: 6PM



KS-06
S-10A

MAP REF. 67545, 67546, 67548

ANB

DRAWING NO. 3-57962D

BNSF-CHEROKEE0565

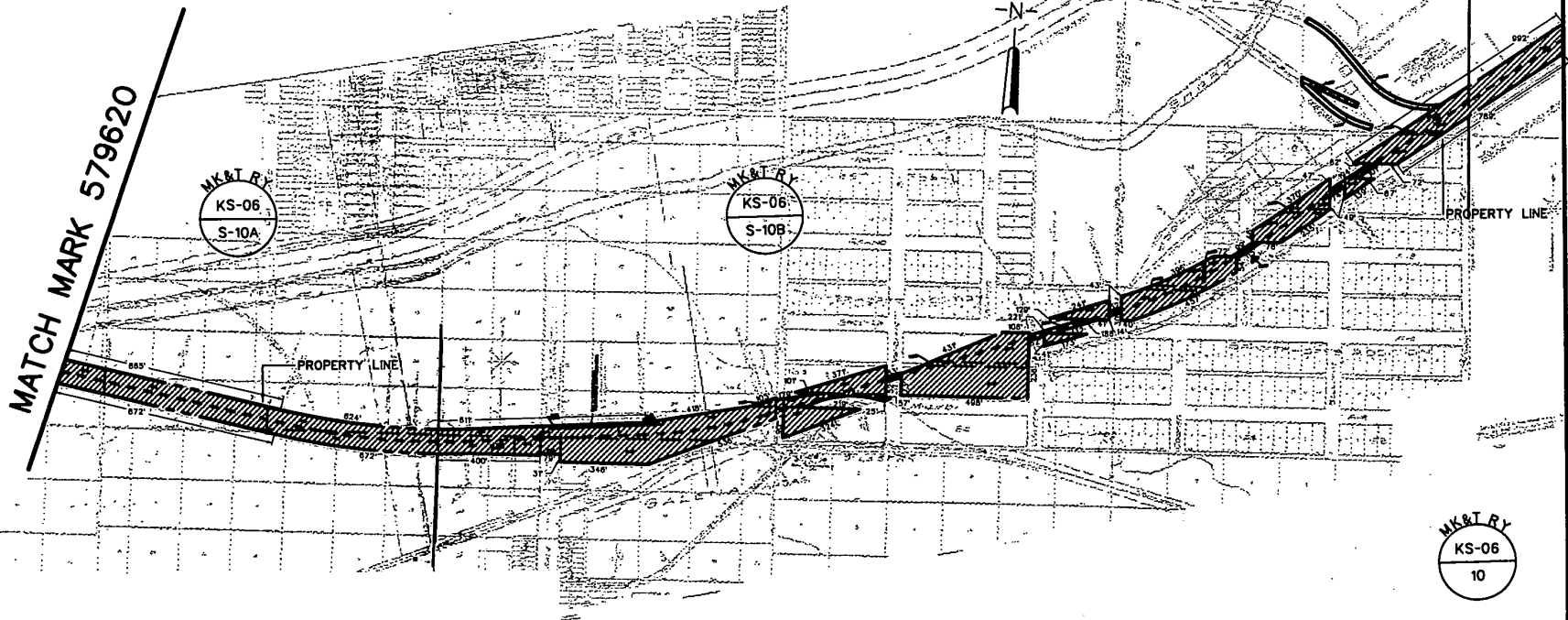
TRACKING NO. 13-47787

EXHIBIT "A"
ATTACHED TO CONTRACT BETWEEN
BNSF RAILWAY COMPANY
AND
U.S. EPA

TRIM LINE

SCALE: 1 IN. = 400 FT.
SPRINGFIELD DIV.
JOPLIN SPUR SUBDIV. L.S. 1070
DATE 06/10/2013

SECTION: 13.14
TOWNSHIP: 34S
RANGE: 25E
MERIDIAN: 6PM



AT GALENA
COUNTY OF CHEROKEE

STATE OF KS

ANB

DRAWING NO. 3-57962P

MAP REF. 67545.67548.67549

TRACKING NO. 13-47787

EXHIBIT "A"
ATTACHED TO CONTRACT BETWEEN
BNSF RAILWAY COMPANY
AND
U.S. EPA

SCALE: 1 IN. = 400 FT.
SPRINGFIELD DIV.
JOPLIN SPUR SUBDIV. L.S. 1070
DATE 06/10/2013

SECTION: 12.13
TOWNSHIP: 34S
RANGE: 25E
MERIDIAN: 6PM

M&T RY
KS-06
10

TRIM LINE

MATCH MARK 57962P

NO. 8

PROPERTY LINE

ANSAS
SOURI

NEAR GALENA
COUNTY OF CHEROKEE

STATE OF KS

END
BEG VAL

JOPLIN, MO

MAP REF. 67546.67549

ANB

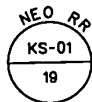
DRAWING NO. 3-579620

TRACKING NO. 13-47787

EXHIBIT "A"
ATTACHED TO CONTRACT BETWEEN
BNSF RAILWAY COMPANY
AND
U.S. EPA

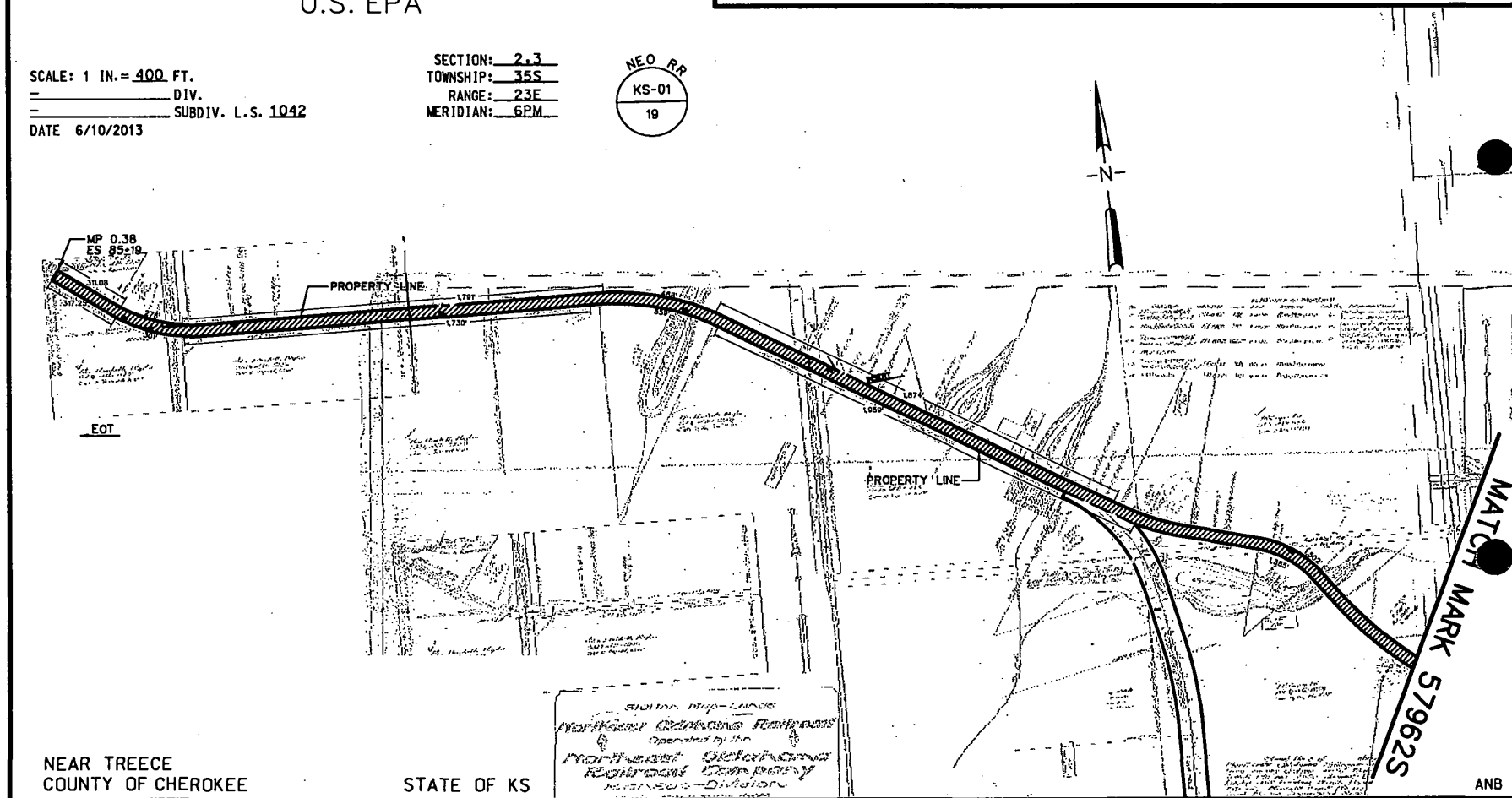
SCALE: 1 IN. = 400 FT.
= DIV.
= SUBDIV. L.S. 1042
DATE 6/10/2013

SECTION: 2.3
TOWNSHIP: 35S
RANGE: 23E
MERIDIAN: 6PM



TRIM LINE

MAP REF. 78454



DRAWING NO. 3-57962R

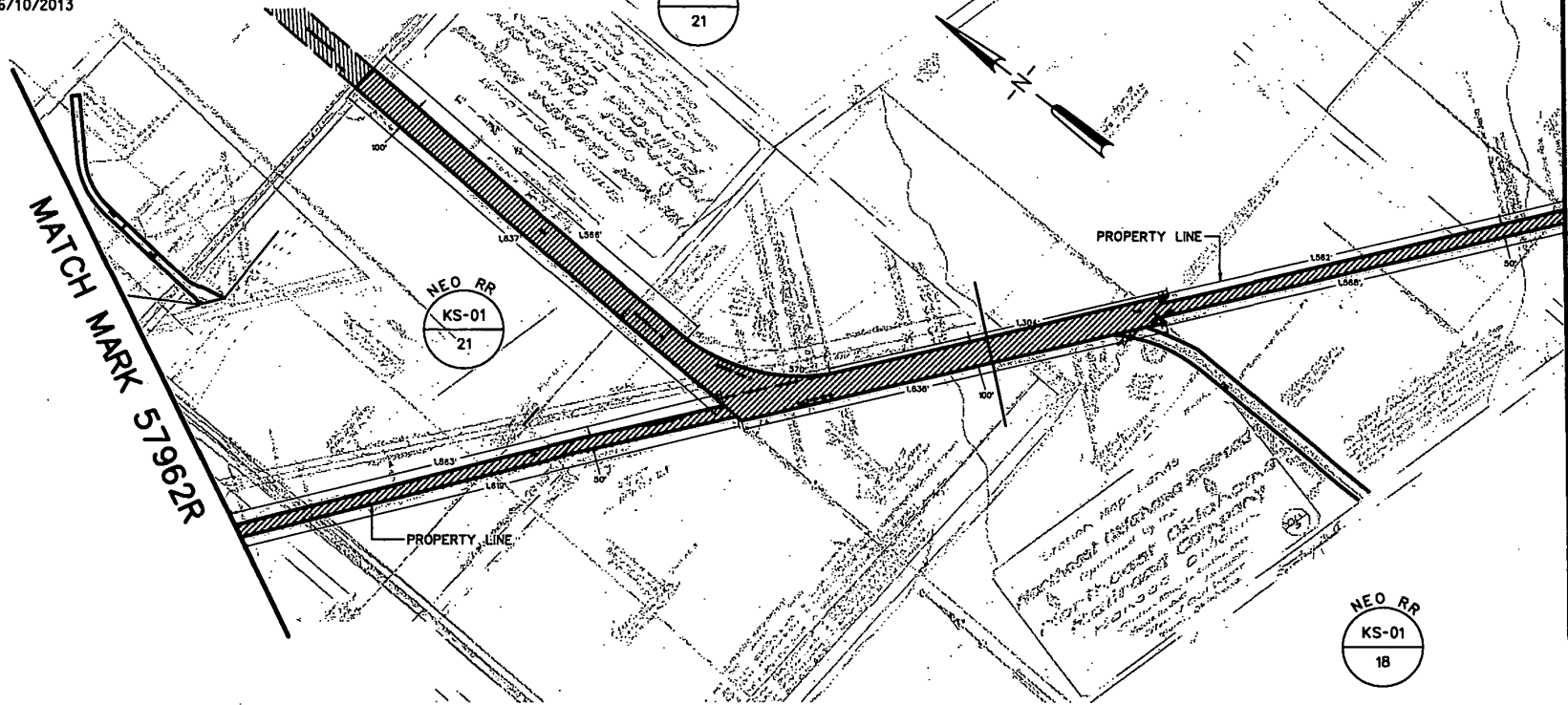
TRACKING NO. 13-47787

EXHIBIT "A"
ATTACHED TO CONTRACT BETWEEN
BNSF RAILWAY COMPANY
AND
U.S. EPA

SCALE: 1 IN. = 400 FT.
DIV.
SUBDIV. L.S. 1042
DATE 6/10/2013

SECTION: 1, 2, 11, 12
TOWNSHIP: 35S
RANGE: 23E
MERIDIAN: 6PM

TRIM LINE



NEAR TREECE
COUNTY OF CHEROKEE

STATE OF KS

ANB

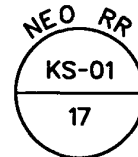
MAP REF. 78453.78455

DRAWING NO. 3-57962S

EXHIBIT "A"
 ATTACHED TO CONTRACT BETWEEN
BNSF RAILWAY COMPANY
 AND
U.S. EPA

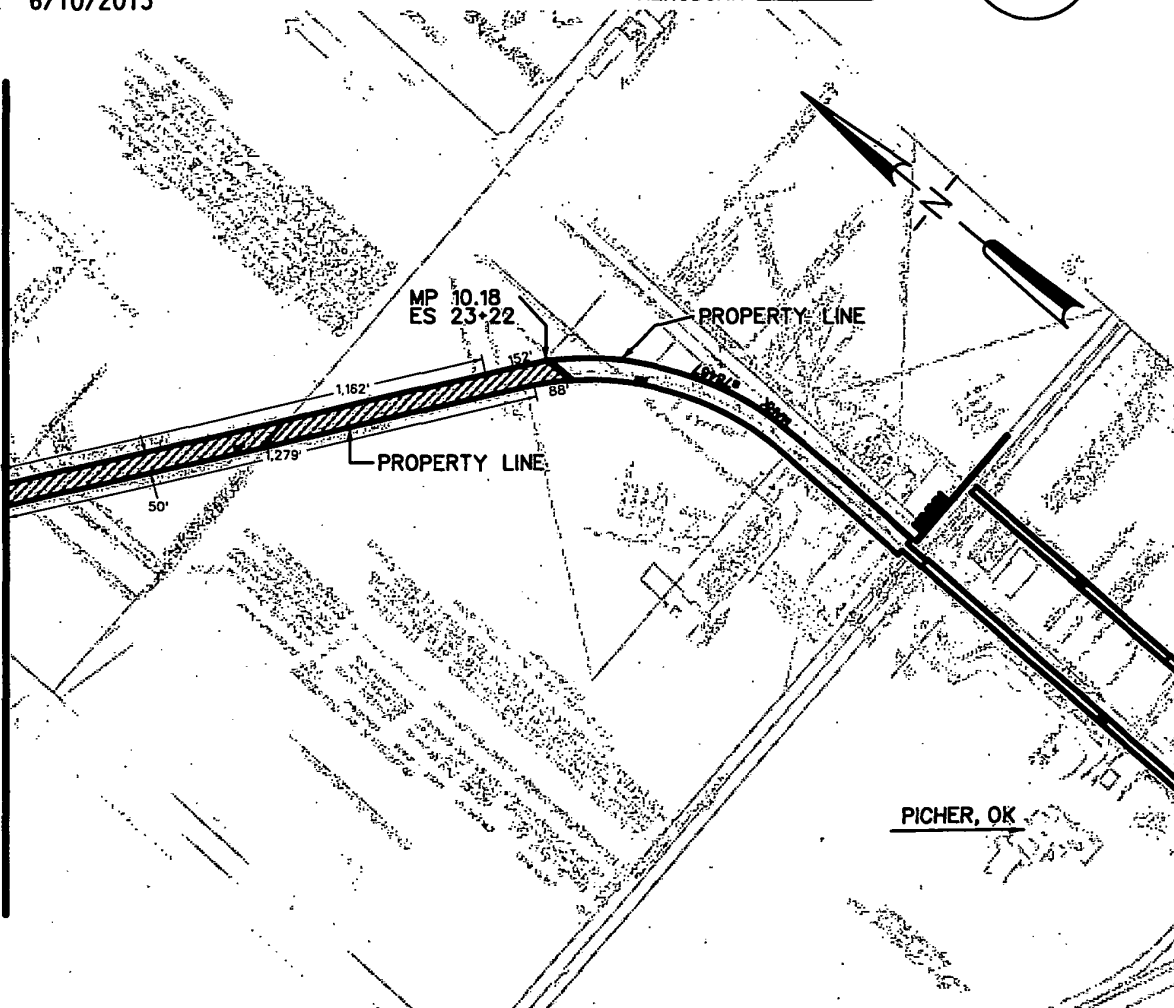
SCALE: 1 IN. = 400 FT.
 _____ DIV.
 _____ SUBDIV. L.S. 1042
 DATE 6/10/2013

SECTION: 12.13
 TOWNSHIP: 35S
 RANGE: 23E
 MERIDIAN: 6PM



MAP REF. 78452, 78453

MATCH MARK 57962S



NEAR TREECE
 COUNTY OF CHEROKEE

STATE OF KS

ANB

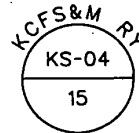
DRAWING NO. 1-57962T

TRACKING NO. 13-47787

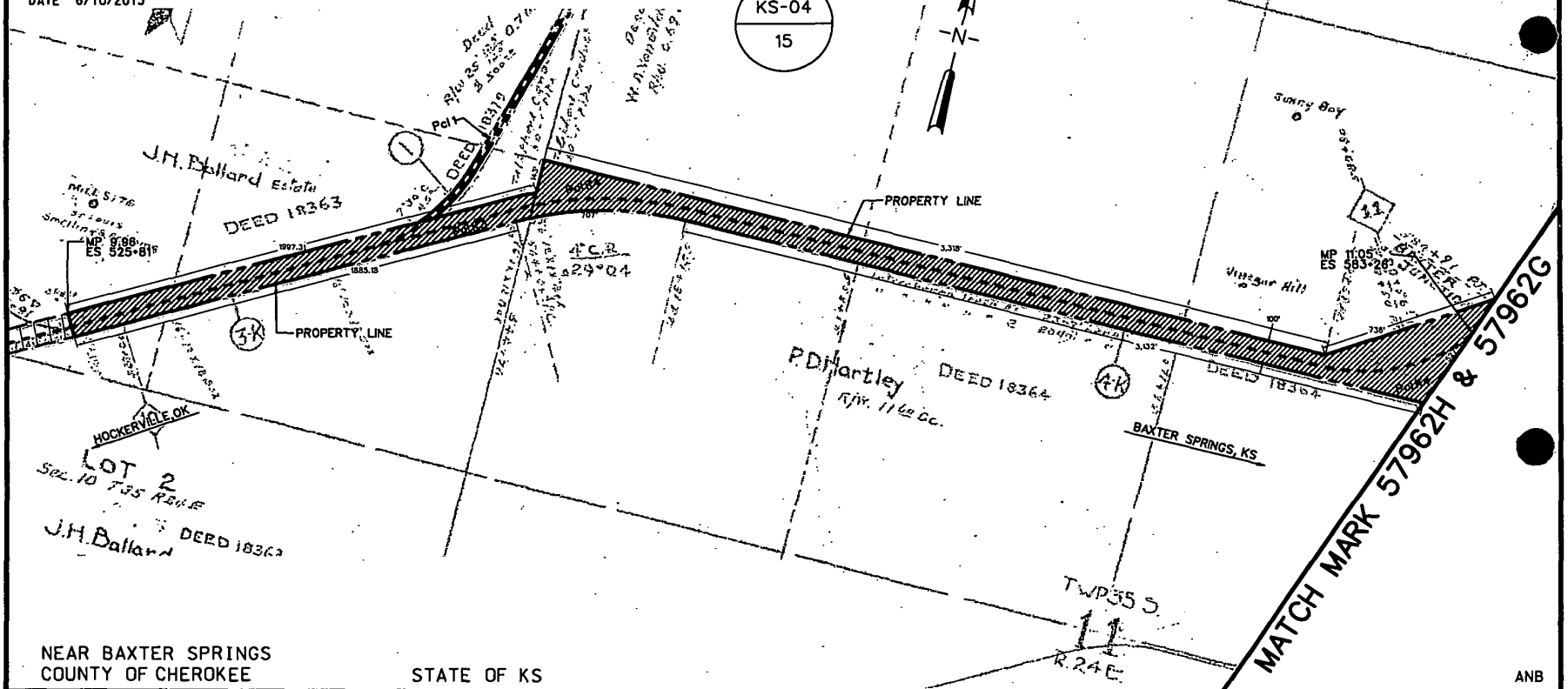
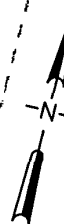
EXHIBIT "A"
ATTACHED TO CONTRACT BETWEEN
BNSF RAILWAY COMPANY
AND
U.S. EPA

SCALE: 1 IN. = 400 FT.
DIV.
SUBDIV. L.S. 1178
DATE 6/10/2013

SECTION: 10.11
TOWNSHIP: 35S
RANGE: 24E
MERIDIAN: 6PM



TRIM LINE



MAP REF. 81959

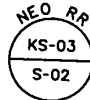
DRAWING NO. 3-57962U

TRACKING NO. 13-47787

EXHIBIT "A"
ATTACHED TO CONTRACT BETWEEN
BNSF RAILWAY COMPANY
AND
U.S. EPA

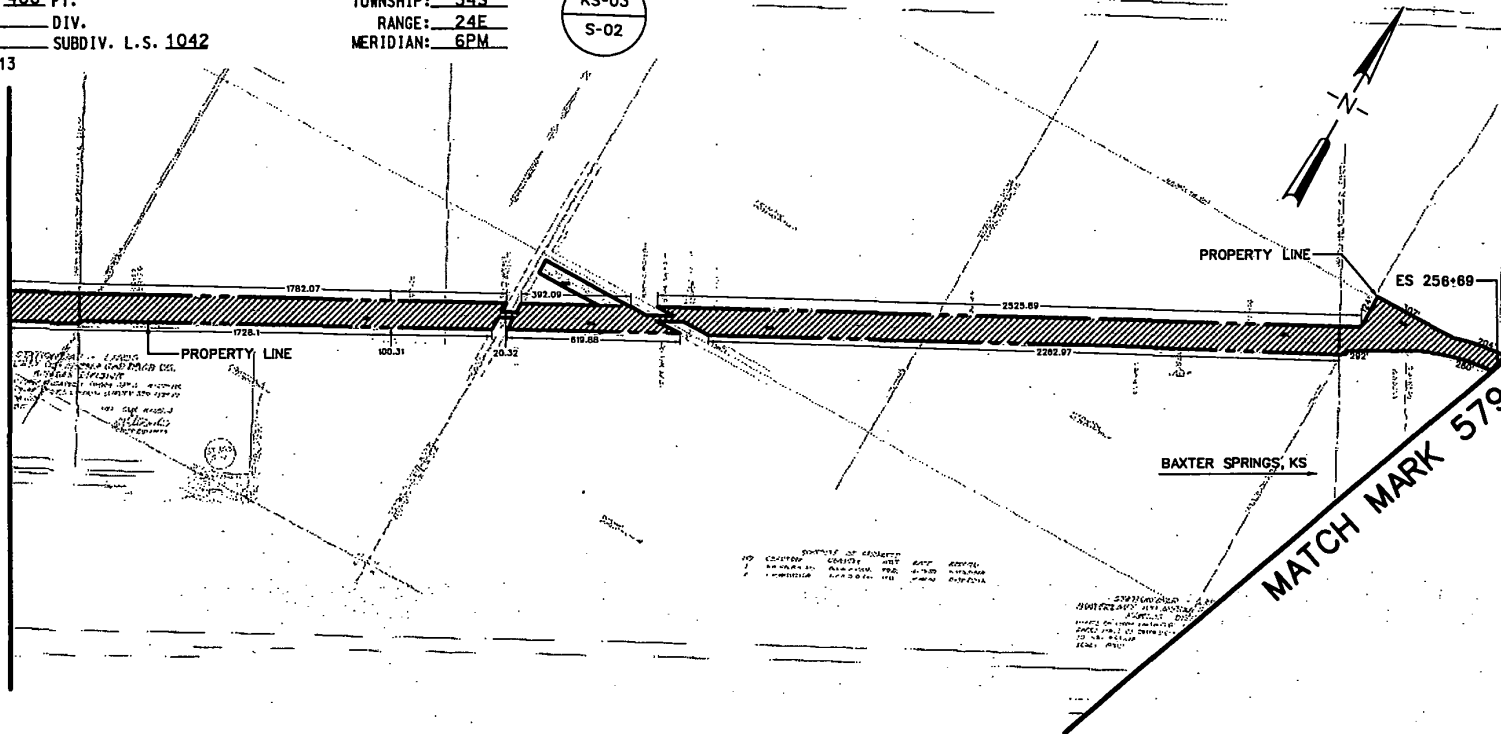
SCALE: 1 IN. = 400 FT.
= DIV.
= SUBDIV. L.S. 1042
DATE 6/10/2013

SECTION: 5
TOWNSHIP: 34S
RANGE: 24E
MERIDIAN: 6PM



TRIM LINE

MATCH MARK 57962W



PROPERTY LINE

ES 256+89

BAXTER SPRINGS, KS

MATCH MARK 57962H

NEAR BAXTER SPRINGS
COUNTY OF CHEROKEE

STATE OF KS

ANB

DRAWING NO. 3-57962V

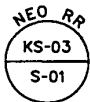
MAP REF. 77745.77746

TRACKING NO. 13-47787

EXHIBIT "A"
ATTACHED TO CONTRACT BETWEEN
BNSF RAILWAY COMPANY
AND
U.S. EPA

SCALE: 1 IN. = 400 FT.
 = _____ DIV.
 = _____ SUBDIV. L.S. 1042
 DATE 6/10/2013

SECTION: 10.15
TOWNSHIP: 35S
RANGE: 24E
MERIDIAN: 6PM



TRIM LINE

MATCH MARK 57962V

MAP REF. 77745, 77746

NEAR BAXTER SPRINGS
COUNTY OF CHEROKEE

STATE OF KS

ANB

DRAWING NO. 3-57962W

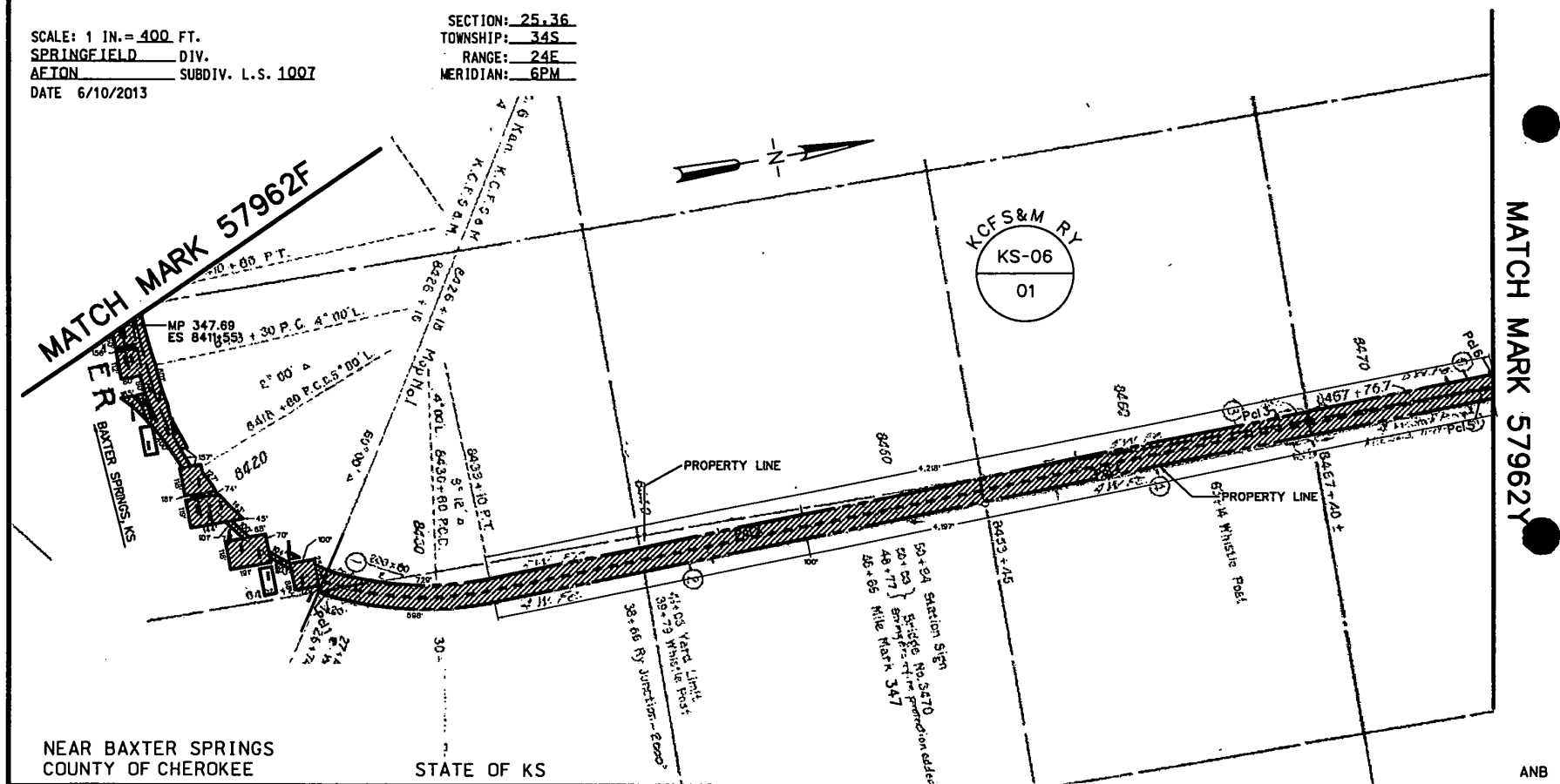
TRACKING NO. 13-47787

EXHIBIT "A"
ATTACHED TO CONTRACT BETWEEN
BNSF RAILWAY COMPANY
AND
U.S. EPA

SCALE: 1 IN. = 400 FT.
SPRINGFIELD DIV.
AFTON SUBDIV. L.S. 1007
DATE 6/10/2013

SECTION: 25.36
TOWNSHIP: 34S
RANGE: 24E
MERIDIAN: 6PM

TRIM LINE

MAP REF. 67191

DRAWING NO. 3-57962X

TRACKING NO. 13-47787

EXHIBIT "A"
ATTACHED TO CONTRACT BETWEEN
BNSF RAILWAY COMPANY
AND
U.S. EPA

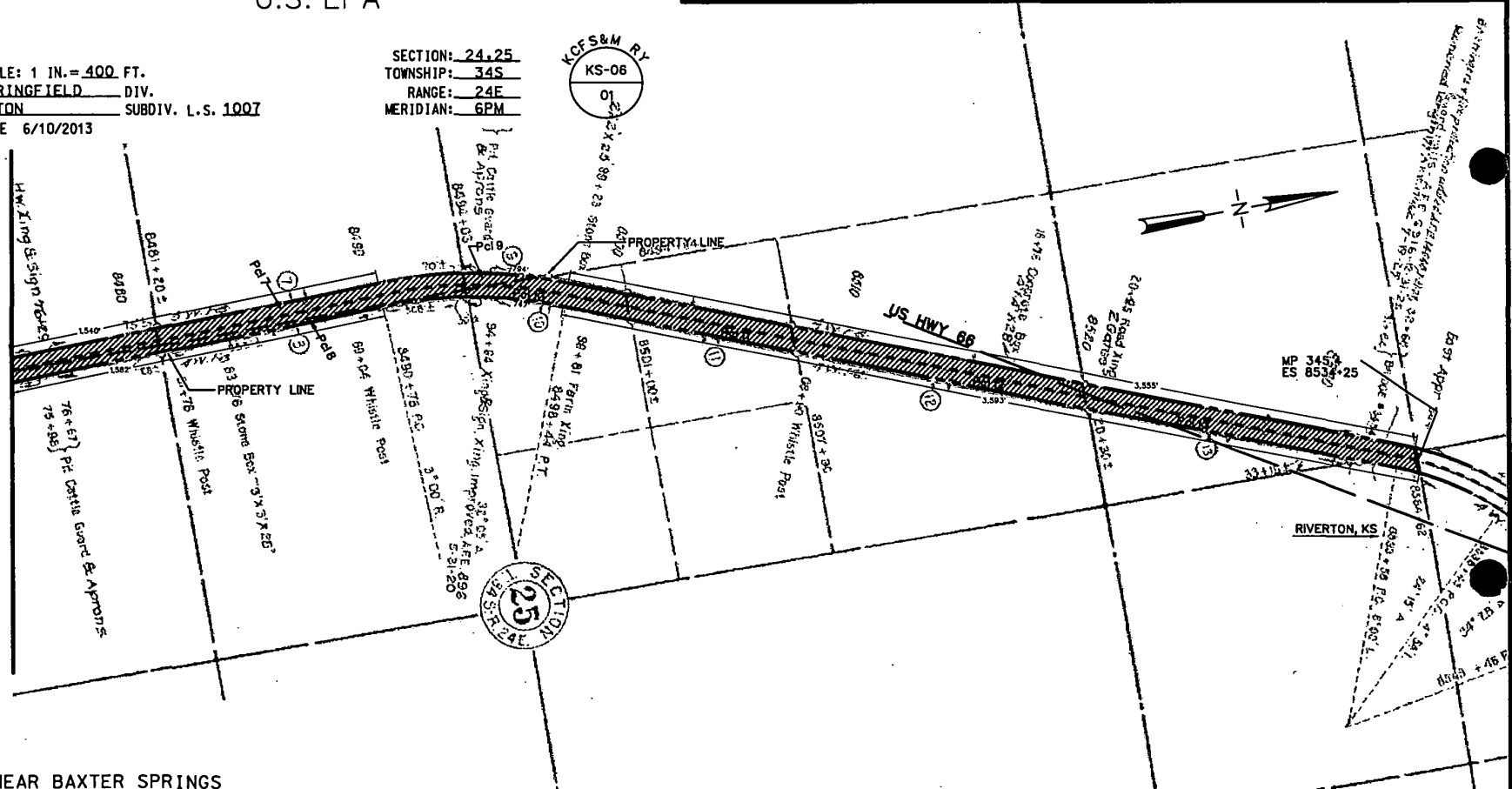
SCALE: 1 IN. = 400 FT.
SPRINGFIELD DIV.
AFTON SUBDIV. L.S. 1007
DATE 6/10/2013

SECTION: 24.25
TOWNSHIP: 34S
RANGE: 24E
MERIDIAN: 6PM

KOFS&M R.L.
KS-06
01

TRIM LINE

MATCH MARK 57962X



NEAR BAXTER SPRINGS
COUNTY OF CHEROKEE

STATE OF KS

RIVERTON, KS

ANB

DRAWING NO. 3-57962Y

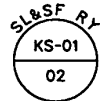
MAP REF. 67191

TRACKING NO. 13-47787

EXHIBIT "A"
ATTACHED TO CONTRACT BETWEEN
BNSF RAILWAY COMPANY
AND
U.S. EPA

SCALE: 1 IN. = 400 FT.
 _____ DIV.
 _____ SUBDIV. L.S. 1004
 DATE 06/04/2013

SECTION: 13/18
TOWNSHIP: 33S
RANGE: 24E/25E
MERIDIAN: 6PM



TRIM LINE

MAP REF. 67545

MATCH MARK 57962A1

ANB

DRAWING NO. 3-57962Z

NEAR CRESTLINE
COUNTY OF CHEROKEE

STATE OF KS

BNSF-CHEROKEE0576

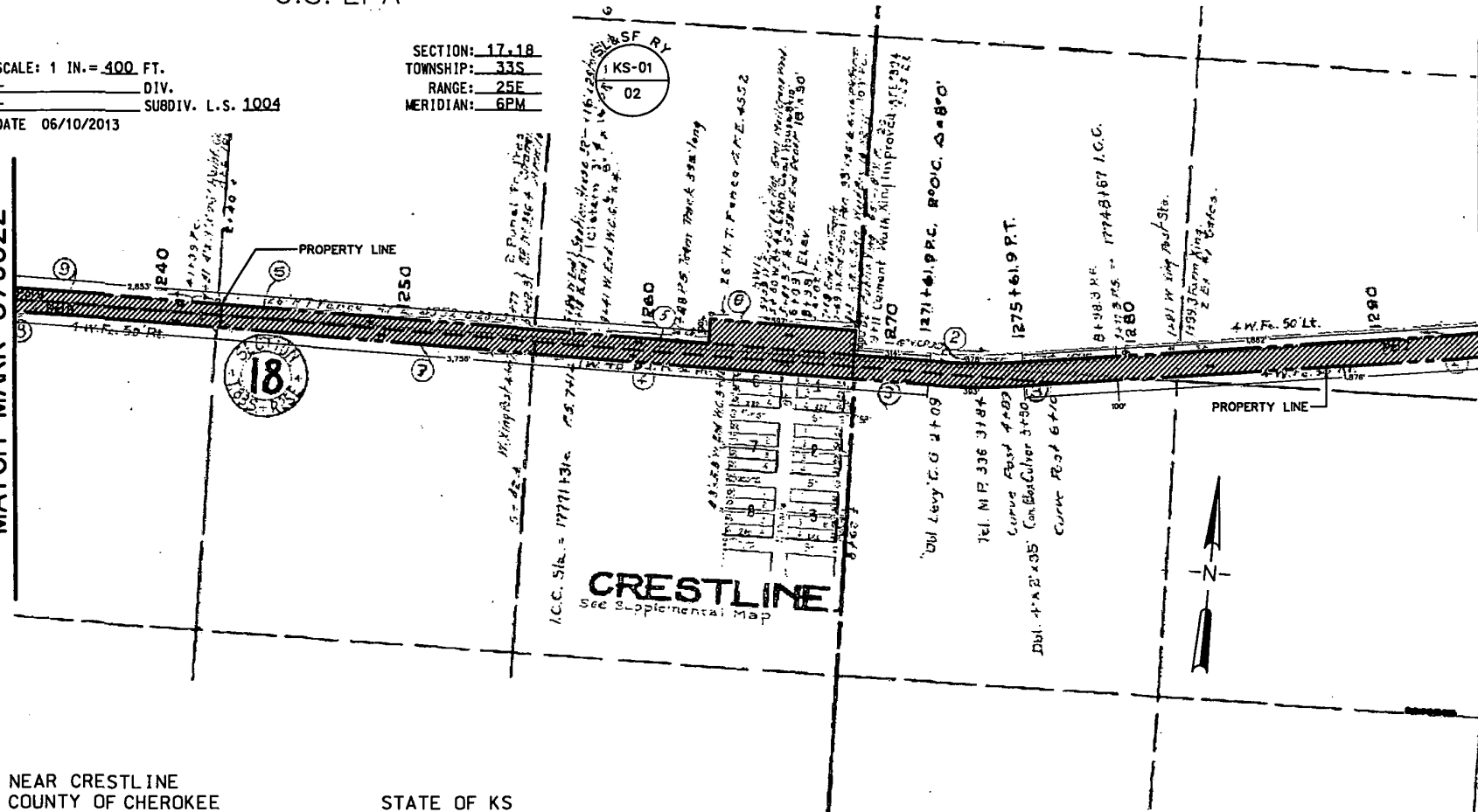
TRACKING NO. 13-47787

EXHIBIT "A"
ATTACHED TO CONTRACT BETWEEN
BNSF RAILWAY COMPANY
AND
U.S. EPA

SCALE: 1 IN. = 400 FT.
 _____ DIV.
 _____ SU8DIV. L.S. 1004
 DATE 06/10/2013

SECTION: 17.18
TOWNSHIP: 33S
RANGE: 25E
MERIDIAN: 6PM

MATCH MARK 57962Z



MATCH MARK 57962B1

MAP REF. 67046

DRAWING NO. 3-57962A1

TRACKING NO. 13-47787

EXHIBIT "A"
ATTACHED TO CONTRACT BETWEEN
BNSF RAILWAY COMPANY
AND
U.S. EPA

SCALE: 1 IN. = 400 FT.
 = _____ DIV.
 = _____ SUBDIV. L.S. 1004
 DATE 06/10/2013

SECTION: 16.17
TOWNSHIP: 33S
RANGE: 25E
MERIDIAN: 6PM

SL&SF
KS-01
01

TRIM LINE

MATCH MARK 57962A1

MATCH MARK 57962C1

MAP REF. 67037,67046

NEAR CRESTLINE
COUNTY OF CHEROKEE

STATE OF KS

ANB

DRAWING NO. 3-57962B1

TRACKING NO. 13-47787

EXHIBIT "A"
ATTACHED TO CONTRACT BETWEEN
BNSF RAILWAY COMPANY
AND
U.S. EPA

SCALE: 1 IN. = 400 FT.
 = _____ DIV.
 = _____ SUBDIV. L.S. 1004
 DATE 06/10/2013

SECTION: 15.16
TOWNSHIP: 33S
RANGE: 25E
MERIDIAN: 6PM



MATCH MARK 57962B1

NEAR CRESTLINE
COUNTY OF CHEROKEE

STATE OF KS

PERSHING

Subj. = 1st person

TRIM LINE

MATCH MARK 57962D1

MAP REF. 67037, 67046

ANB

DRAWING NO. 3-57962C1

TRACKING NO. 13-47787

EXHIBIT "A"
ATTACHED TO CONTRACT BETWEEN
BNSF RAILWAY COMPANY
AND
U.S. EPA

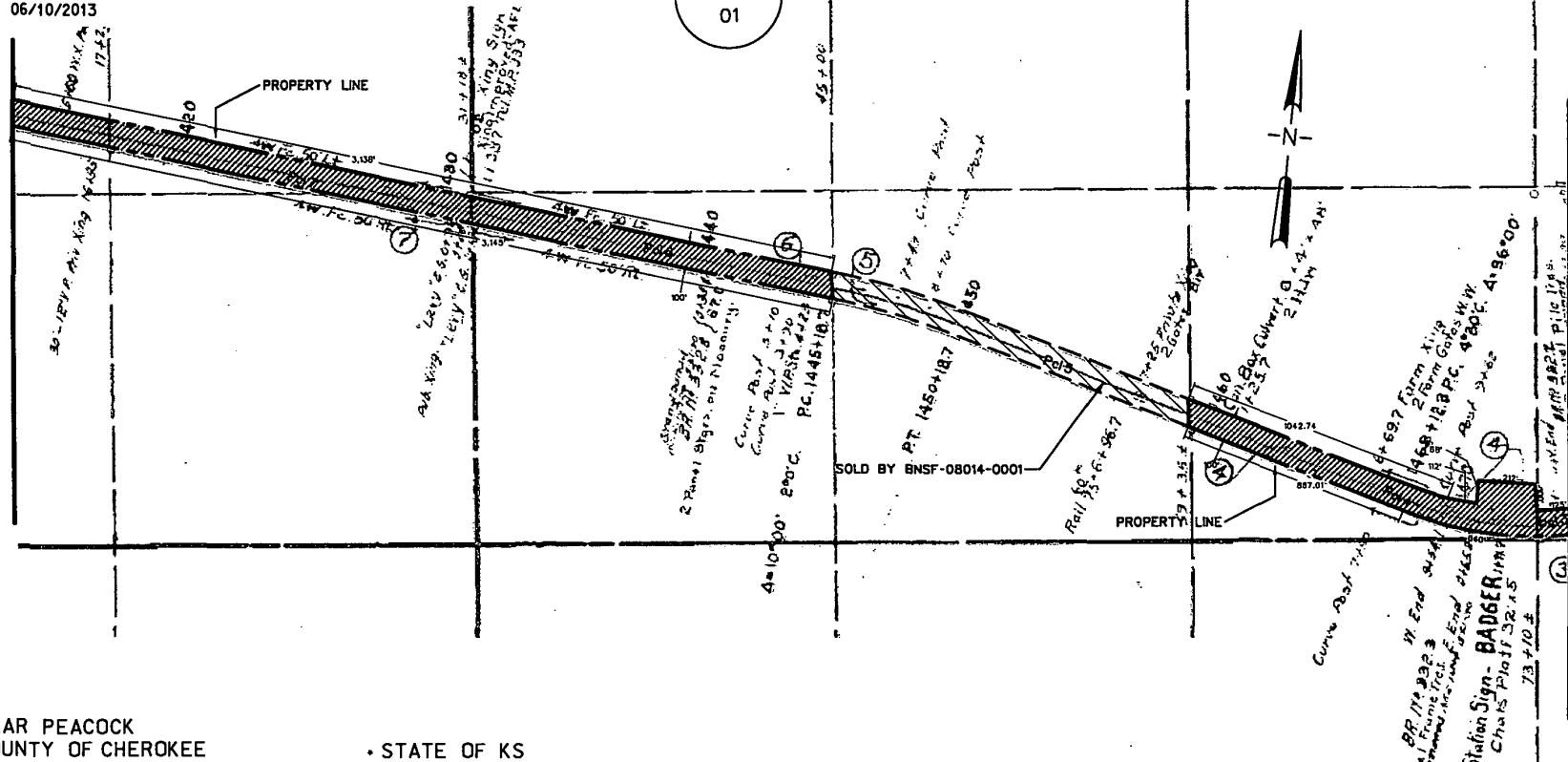
SCALE: 1 IN. = 400 FT.
DIV.
SUBDIV. L.S. 1004
DATE 06/10/2013

SECTION: 14.15
TOWNSHIP: 33S
RANGE: 25E
MERIDIAN: 6PM



TRIM LINE

MATCH MARK 57962C1



MATCH MARK 57962E1

MAP REF. 67037

ANB

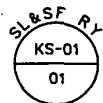
DRAWING NO. 3-57962D1

TRACKING NO. 13-47787

EXHIBIT "A"
ATTACHED TO CONTRACT BETWEEN
BNSF RAILWAY COMPANY
AND
U.S. EPA

SCALE: 1 IN. = 400 FT.
 = _____ DIV.
 = _____ SUBDIV. L.S. 1040
 DATE 06/10/2013

SECTION: 13, 14
TOWNSHIP: 33S
RANGE: 25E
MERIDIAN: 6PM



TRIM LINE

MATCH MARK 57962D1

NEAR PEACOCK
COUNTY OF CHEROKEE

STATE OF KS

PEACOCK

SMITHFIELD, MO

PEACOCK

Σ	Σ
Y	Y
A	A
Z	Z
U	U

MAP REF. 67037,67771

ANB

DRAWING NO. 3-57962E1

SUPPLEMENTAL AGREEMENT

This **SUPPLEMENTAL AGREEMENT**, made this 15th day of June, 2016, subject to the terms and conditions set forth in the original agreement, between **BNSF RAILWAY COMPANY**, a Delaware corporation, its successors and assigns, (hereinafter called "Licensor") and **U.S. ENVIRONMENTAL PROTECTION AGENCY, REGION 7** (hereinafter called "Licensee").

RECITALS:

Licensor and Licensee are now parties to an agreement dated April 28th, 2016, Licensor's Contract No. BF77580, together with any and all modifications, supplements and amendments thereto (hereinafter called "Original Contract"), relating to the License for Environmental Access in Baxter Springs, Cherokee County, Kansas.

AGREEMENT:

IN CONSIDERATION Railroad has agreed to waive the one-time charge for preparation and administration of this Supplemental Agreement. It is mutually agreed that the following modification(s) will be made to the Original Contract:

1. The following verbiage shall be added to section 1:

(f) Conduct remedial action

As herein modified, the Original Contract shall continue in full force and effect.

Jones Lang LaSalle Brokerage, Inc., is acting as representative for BNSF Railway Company.

IN WITNESS WHEREOF, this Supplemental Agreement has been duly executed in duplicate by the parties hereto as of the day and year first above written.

BNSF RAILWAY COMPANY

Jones Lang LaSalle Brokerage, Inc.,
its Attorney in Fact
4300 Amon Carter Blvd., Suite 100
Fort Worth, TX 76155

By: 

Ed Darter

Title: Senior Vice President – National Accounts

U.S. ENVIRONMENTAL PROTECTION AGENCY, REGION 7

By: 

Title: Remedial Project Manager
SUPR/SPEB

FILE WITH BF 77580**CONSENT FOR EPA ENVIRONMENTAL PROPERTY ACCESS** **ORIGINAL**

BNSF Railway Company ("BNSF"), on the 28th day of April, 2016 ("Effective Date") consents as follows ("Consent"):

The description of the property ("Premises") is as follows: BNSF-owned railroad right-of-way located in Cherokee County, Kansas, as marked on Exhibit "A", and made a part of this Consent.

1. EPA has provided BNSF with a request for access in order to perform a site inspection and remedial investigation pursuant to the Comprehensive Environmental Response, Compensation, and Liability Act ("CERCLA"). BNSF consents to the United States Environmental Protection Agency ("EPA"), Region 7 and its authorized contractor representatives entering and having continued access to the Premises for performing environmental and engineering explorations to include one of, or a combination of, the following categories of work:
 - (a) Meet with site owners or representatives;
 - (b) Collect soil and groundwater samples;
 - (c) Conduct a visual inspection;
 - (d) Take photographs of relevant site conditions; and
 - (e) Conduct remedial investigation.
2. Any contractors or subcontractors performing work on the Premises, or entering the Premise on behalf of EPA, are deemed authorized representatives of EPA for purposes of this Consent. These contractors or subcontractors shall keep a copy of this Consent with them while on the Premises.
3. This Consent will commence on the Effective Date and will continue through July 1st, 2016, except BNSF may terminate the access at any time by serving ten days written notice of termination upon EPA, stating the date the termination will take place. After completion of the sampling EPA will notify BNSF in writing of completion of the use of the Premises.
4. EPA has advised BNSF that EPA will notify BNSF's Representatives at least 24 hours in advance of the above referenced environmental sampling whenever practicable. The appropriate contacts are the BNSF Roadmaster at telephone (417) 829-2360, and the BNSF Director of Environmental Project Controls & Real Estate at (817) 352-0194. In the event of an emergency, EPA must notify the BNSF Roadmaster and the BNSF Director of Environmental Project Controls & Real Estate of EPA's entry as soon as reasonably practicable.
5. EPA agrees to reimburse BNSF for all costs and expenses incurred by BNSF in connection with the furnishing of BNSF's Flagperson. The cost of flagger services provided by BNSF, when deemed necessary by BNSF's representative, will be borne by EPA. The estimated cost for one flagger is \$800.00 for an eight hour basic day with time and one-half or double time for overtime.


Draft 4
06/16/10

6. BNSF consents to access in order for EPA to carry out the above activities pursuant to its response and enforcement authority under CERCLA, 42 U.S.C. § 9601 *et. seq.* Nothing in this Consent is intended to enlarge or expand such statutory authority.
7. Such consent is conditioned on compliance with the NCP and other applicable laws, statutes, regulations, ordinances, orders, covenants, restrictions, or decisions of any court of competent jurisdiction ("Legal Requirements") relating to the use of the Premises. EPA has advised BNSF that it will provide a work plan to the BNSF Director of Environmental Project Controls & Real Estate at 2500 Lou Menk Dr. – AOB3, Fort Worth, Texas 76131, telephone (817) 352-0194 one week prior to entering the premises.
8. BNSF has advised EPA that its contractors should complete the safety training program at the following Internet Website "<http://contractororientation.com>" prior to entering the Premises.
9. BNSF has further advised EPA that the Premises are in dangerous proximity to railroad tracks, and of the potential consequence of allowing personnel, equipment or materials to foul BNSF's tracks.
 - (a) No tests, investigations, or any other activities using mechanized equipment and/or machinery, or placing or storing of any mechanized equipment, tools, or other materials, should be conducted within 25 feet of the centerline of any tracks unless EPA obtains prior written approval from BNSF. At the time of approval of access within 25 feet of the centerline of the tracks, BNSF or a BNSF representative may deem the use of a BNSF Flagperson necessary.
 - (b) EPA will ensure the safety of those performing the sampling and shall perform all activities on and about the Premises in such a manner as not to be a source of danger to or interference with the existence or use of tracks, roadbed or property of BNSF.
 - (c) BNSF reserves the right to require EPA to temporarily cease using the Premises at any time due to any hazardous condition. Notwithstanding the foregoing, the parties acknowledge that BNSF has no duty or obligation to monitor EPA's use of the Premises to determine the safety of EPA's work.
10. EPA indicates that it will provide the designated BNSF representatives with copies of:
 - (a) all data that has been collected from the Premises and has been quality assured;
 - (b) the results of analysis of split samples collected; and
 - (c) the health and safety plans being implemented by EPA's contractors on the Premises.
11. BNSF has advised that there may be subsurface installations of various types at the Premises and that EPA should explore the proposed location for any subsurface work which might adversely affect underground utilities or BNSF underground structures with hand tools to a depth of at least three feet below the surface of the ground to determine whether pipelines or other structures exist below the surface.

- (a) In lieu of the foregoing, EPA may use suitable detection equipment or other generally accepted industry practice (e.g., consulting with the Underground Services Association) to determine the existence or location of pipelines and other subsurface structures prior to drilling or excavating with mechanized equipment.
 - (b) Prior to performing any hand-auguring, which might adversely affect underground utilities or BNSF underground structures, EPA may notify appropriate persons to obtain utility and underground structure locations.
12. EPA has provided copies of the contractors' certificates of insurance providing coverage with respect to workman's compensation, and other liabilities having BNSF as an additional insured for EPA's sampling activities under this Consent. EPA's contractor has named BNSF as an additional insured.
13. BNSF reserves, and this Consent is without prejudice to, claims against the United States, subject to the provisions of Chapter 171 of Title 28 of the United States Code, for money damages for injury or loss of property or personal injury or death caused by negligent or wrongful act or omission of any employee of the United States while acting within the scope of his office or employment under circumstances where the United States, if a private person, would be liable of the claimant in accordance with the law of the place where the act or omission occurred.

BNSF RAILWAY COMPANY

By: Jones Lang LaSalle Brokerage, Inc., Its Representative
4300 Amon Carter Blvd., Suite 100
Fort Worth, TX 76155

By: 
Ed Darter
Senior Vice President - National Accounts

U.S. ENVIRONMENTAL PROTECTION AGENCY, REGION 7

By: 

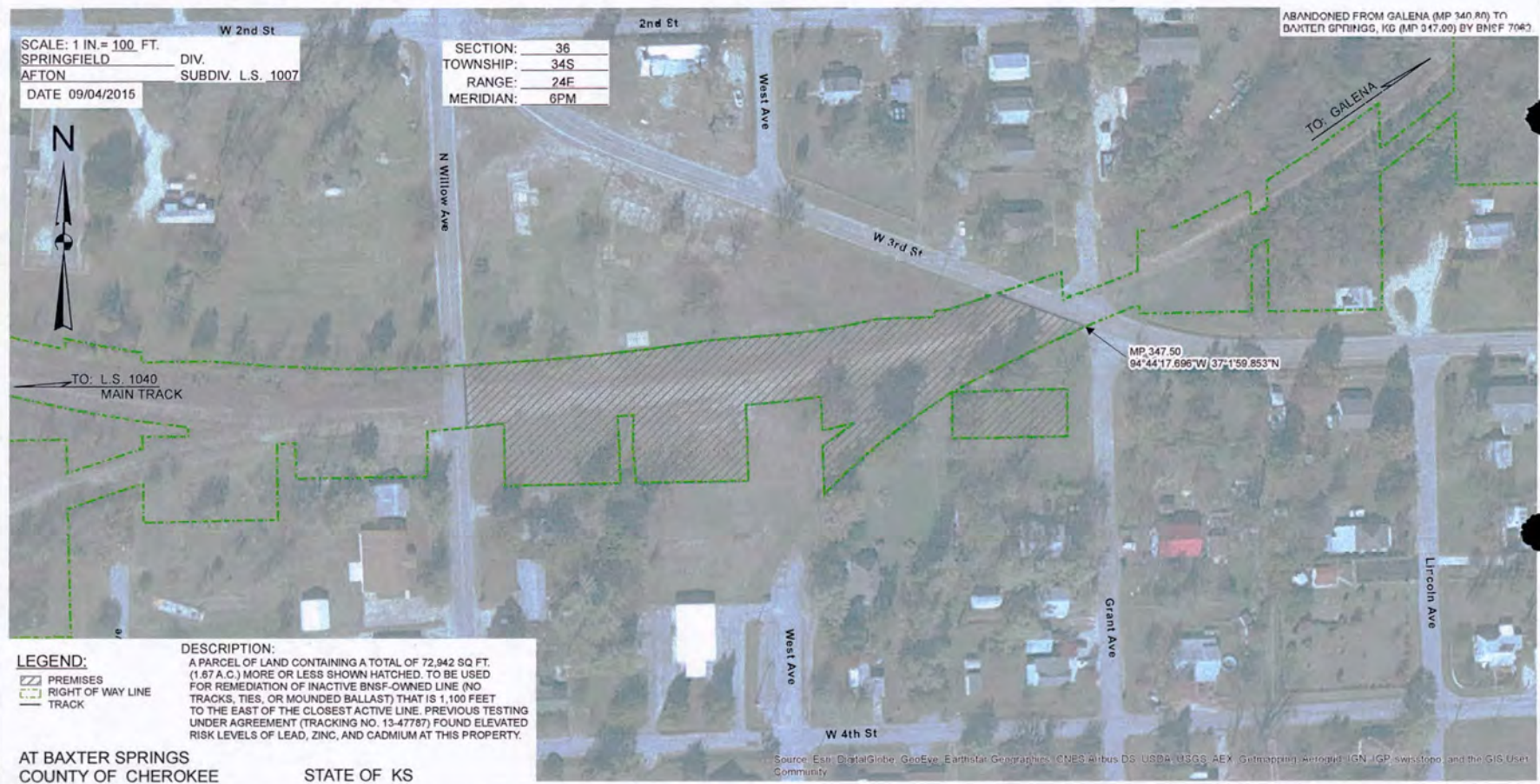
Draft 4
06/16/10

COORDINATE SYSTEM: KS_S

TRACKING NO. 15-53589

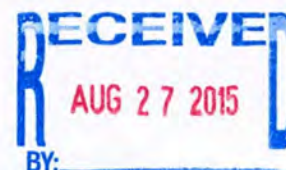
EXHIBIT "A"
ATTACHED TO CONTRACT BETWEEN
BNSF RAILWAY COMPANY
AND

THE US ENVIRONMENTAL PROTECTION AGENCY (USEPA)



DRAWN BY: JNC DRAWING NO. 64926

FILE WITH BF 77580



APPLICATION FOR ENVIRONMENTAL ACCESS AGREEMENT

Jones Lang LaSalle Brokerage, Inc.
Attn: Permit Services
4300 Amon Carter Blvd.
Suite 100
Fort Worth, TX 76155

Applicants Tax ID # 520852695
or SS #

15-53589

FILE WITH BF 77580

We submit for your approval the following application for Environmental Access on **BNSF RAILWAY COMPANY'S** right-of-way, as shown on the enclosed location plan and detailed sketch.

Applicant understands he or she will be requested to sign a standard Environmental Access Agreement which will require Applicant to:

1. provide a copy of the proposed work plan,
2. furnish insurance as requested by BNSF Railway Company, and
3. submit a \$1,000 deposit that will be returned once BNSF receives a final report.

Legal name of company/municipality who will occupy the property: The US Environmental Protection Agency (USEPA)
If a corporation, State in which incorporated: _____ (If not incorporated, please attach name(s) of owners or partners.)
Mailing Address: 11201 Renner Boulevard, Lenexa, Kansas 66219
Daytime Phone: 913-551-7939 FAX: _____
Contact Name: Elizabeth Hagenmaier Email Address: hagenmaier.elizabeth@epa.gov

Is the work to be conducted under an agency oversight? Yes ☒ No ☐
If yes, agency name. Enclose a copy of the consent order, decree, etc. USEPA
Is this project **ARRA** funded? Yes ☐ No ☒
Is applicant a condemning authority? Yes ☐ No ☒
Is applicant a Railroad Shipper? Yes ☐ No ☒
If yes, BNSF Marketing Rep. name: _____ Phone # _____
Was this service requested by BNSF? Yes ☐ No ☒
If yes, person requesting service: _____ Phone # _____
Is this installation in conjunction with a track or track expansion project? Yes ☐ No ☒
If yes, BNSF contact name: _____ Phone # _____

Name of nearest town on RR Baxter Springs County Cherokee State KS
Location of proposed occupancy: _____ 1/4 Section 36 Township 34S Range 24E
Railroad Mile Post 159.0 Latitude 37.033149 Longitude -94.739667
How far from the track will the work be performed? 1,100 ft.
Is work to be performed within 50 ft. of RR property? Yes ☒ No ☐ If yes, what percentage? 100
Area to be occupied: _____ ft. (x) _____ ft.
Length of time for project: Date from: 9/15/15 Date to: 3/31/16
Total Cost of Project: \$ 40,000

Purpose of Testing: Remediation of inactive BNSF-owned line (no tracks, ties, or mounded ballast) that is 1,100 feet to the east of the closest active line. Previous testing under agreement (tracking no. 13-47787) found elevated risk levels of lead, zinc, and cadmium at this property.

Date: 8/18/15

Signed: Elizabeth M. Hagenmaier
Print Name: Elizabeth M. Hagenmaier
Title: RPM
Phone #: 913-551-7939 FAX: _____

If you require additional assistance, please contact Heather Calhoun @ Heather.Calhoun@am.ill.com.

B7 44933

March 30, 1983

Kansas State Telephone Company
1037 East Avenue
Baxter Springs, KS 66713

Gentlemen:

On November 16, 1982 you made application to install two underground telephone cable crossings of Burlington Northern Railroad Company track at Milepost H.345.00 near Riverton, Kansas.

As the proposed facility appears to fall within the limits of public right-of-way, we have no objection to your proceeding with installation without written agreement.

Please contact our Division Superintendent, Mr. A. J. Thompson, at 1625 North Lexington, Springfield, Missouri 65802, Phone (417) 864-8190, a minimum of 48 hours in advance of construction so he may make any arrangements he deems necessary.

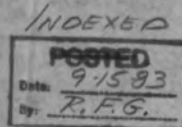
Sincerely,

G. H. Kipka
Lease Representative
Industrial Development & Property Management

DGHK330.2

bcc: Messrs. A. J. Thompson*
✓ H. J. Wilkins*
Agent - Joplin, MO*

* We are closing our file on this application and will not prepare an agreement. Print attached.



IN DTG. RM. 4-7

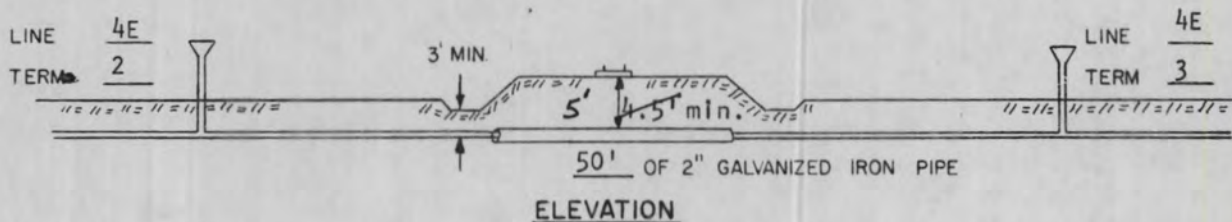
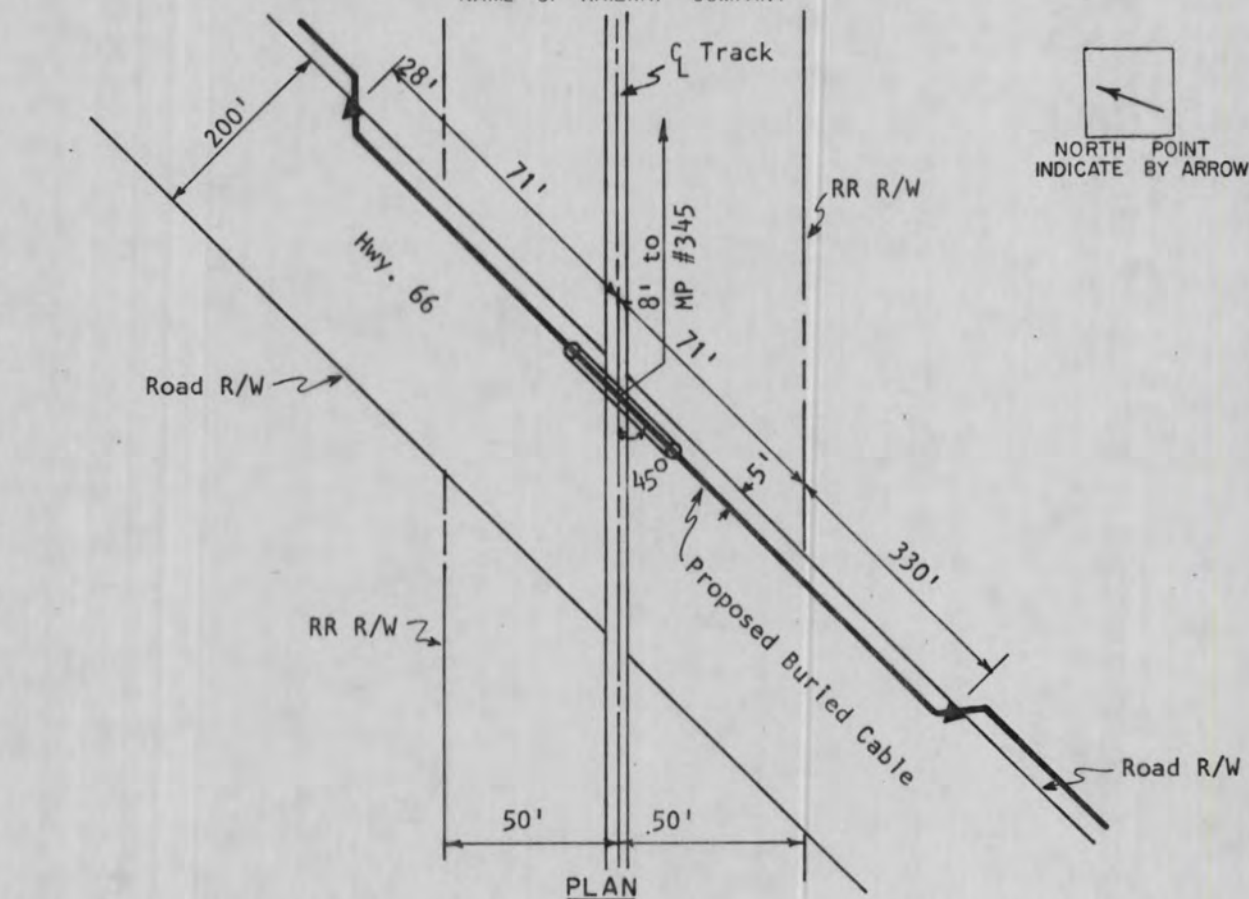
OUT DTG. RM. —

IN. RFA OUT: —

TELEPHONE LINE CROSSING UNDER

Burlington Northern Railroad

NAME OF RAILWAY COMPANY



CONDUCTOR:

NUMBER 25 pair and 50 pair

GAUGE 24 and 22

MATERIAL plastic covered copper

CROSSING ON public RIGHT-OF-WAY

SUBMITTED BY *Tom Hollis*

TITLE *President*

DATE *11/19/82*

STATE: Kansas	EXCH: Riverton	The Kansas State Telephone Company Kan. 522C Riverton Exchange	
COUNTY: Cherokee	DWN. BY: JF		
SECTION: 24	CKD. BY: RLW		
TOWNSHIP: 34S	APP'D BY:	FINLEY ENGINEERING COMPANY	LAMAR, MO.
RANGE: 24E	REVISED:	DATE: 11-16-82	DWG. NO: 522CX10

RCA

MFM

BH44935

March 30, 1983

Kansas State Telephone Company
1037 East Avenue
Baxter Springs, KS

Gentlemen:

On November 16, 1982 you made application to install two underground telephone cable crossings of Burlington Northern Railroad Company track at Milepost H-342.79 near Riverton, Kansas.

As the proposed facility appears to fall within the limits of public right-of-way, we have no objection to your proceeding with installation without written agreement.

Please contact our Division Superintendent, Mr. A. J. Thompson, at 1625 North Lexington, Springfield, Missouri 65802 telephone (417) 864-8190, a minimum of 48 hours in advance of construction so he may make any arrangements he deems necessary.

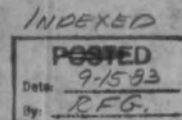
Sincerely,

G. H. Kipka
Lease Representative
Industrial Development & Property Management

BGHK 330.2

bcc: Messrs. A. J. Thompson *
✓ H. J. Wilkins *
Agent - Joplin, MO *

* We are closing our file on this application and will not prepare an agreement. Print attached.

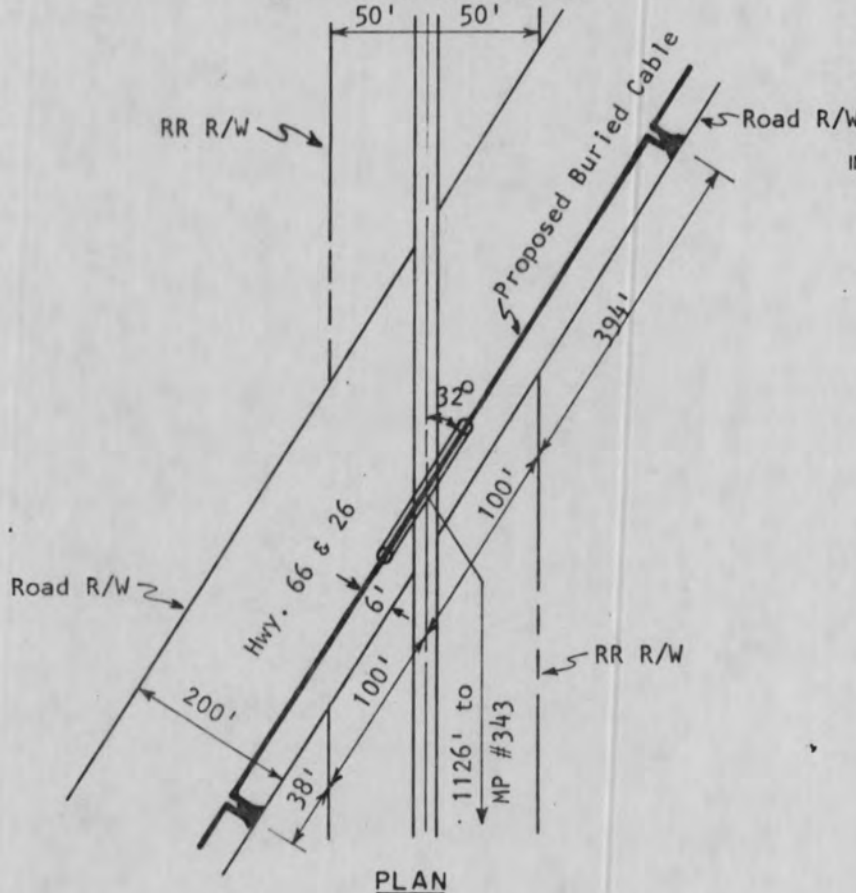


IN DTG. RM. 4-7
OUT DTG. RM. _____
IN: RCA OUT: _____

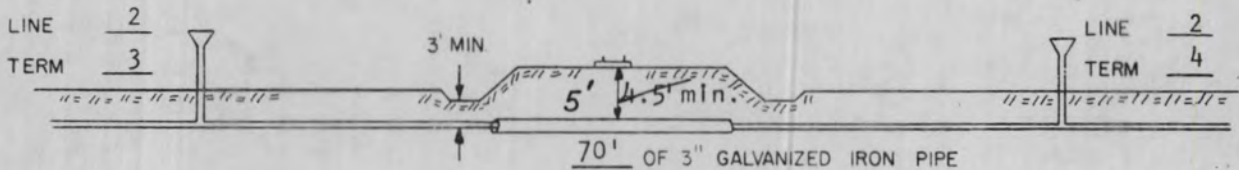
TELEPHONE LINE CROSSING UNDER

Burlington Northern Railroad

NAME OF RAILWAY COMPANY



PLAN



ELEVATION

CONDUCTOR:

NUMBER 100 pair and 25 pair

GAUGE 22 and 24

MATERIAL plastic covered copper

CROSSING ON public RIGHT-OF-WAY

SUBMITTED BY *Tom Ellis*

TITLE *President*

DATE *11/19/82*

STATE: Kansas	EXCH: Riverton	The Kansas State Telephone Company Kan. 522C Riverton Exchange	
COUNTY: Cherokee	DWN. BY: JF		
SECTION: 20	CKD. BY: RLW		
TOWNSHIP: 34S	APP'D BY:	FINLEY ENGINEERING COMPANY	LAMAR, MO.
RANGE: 25E	REVISED:	DATE: 11-16-82	DWG. NO: 522CX9

NCA *MTM*

BN 44936

March 30, 1983

Kansas State Telephone Company
1037 East Avenue
Baxter Springs, KS 66713

Gentlemen:

On November 16, 1982 you made application to install two underground telephone cable crossings of Burlington Northern Railroad Company track at Milepost H-344.50 near Riverton, Kansas.

As the proposed facility appears to fall within the limits of public right-of-way, we have no objection to your proceeding with installation without written agreement.

Please contact our Division Superintendent, Mr. A. J. Thompson, at 1625 North Lexington, Springfield, Missouri 65802, Phone (417) 864-8190, a minimum of 48 hours in advance of construction so he may make any arrangements he deems necessary.

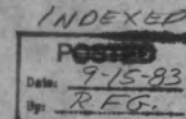
Sincerely,

G. H. Kipka
Lease Representative
Industrial Development & Property Management

DGHK330.3

bcc: Mr. A. J. Thomspen*
✓ Mr. H. J. Wilkins*
Agent - Joplin, MO*

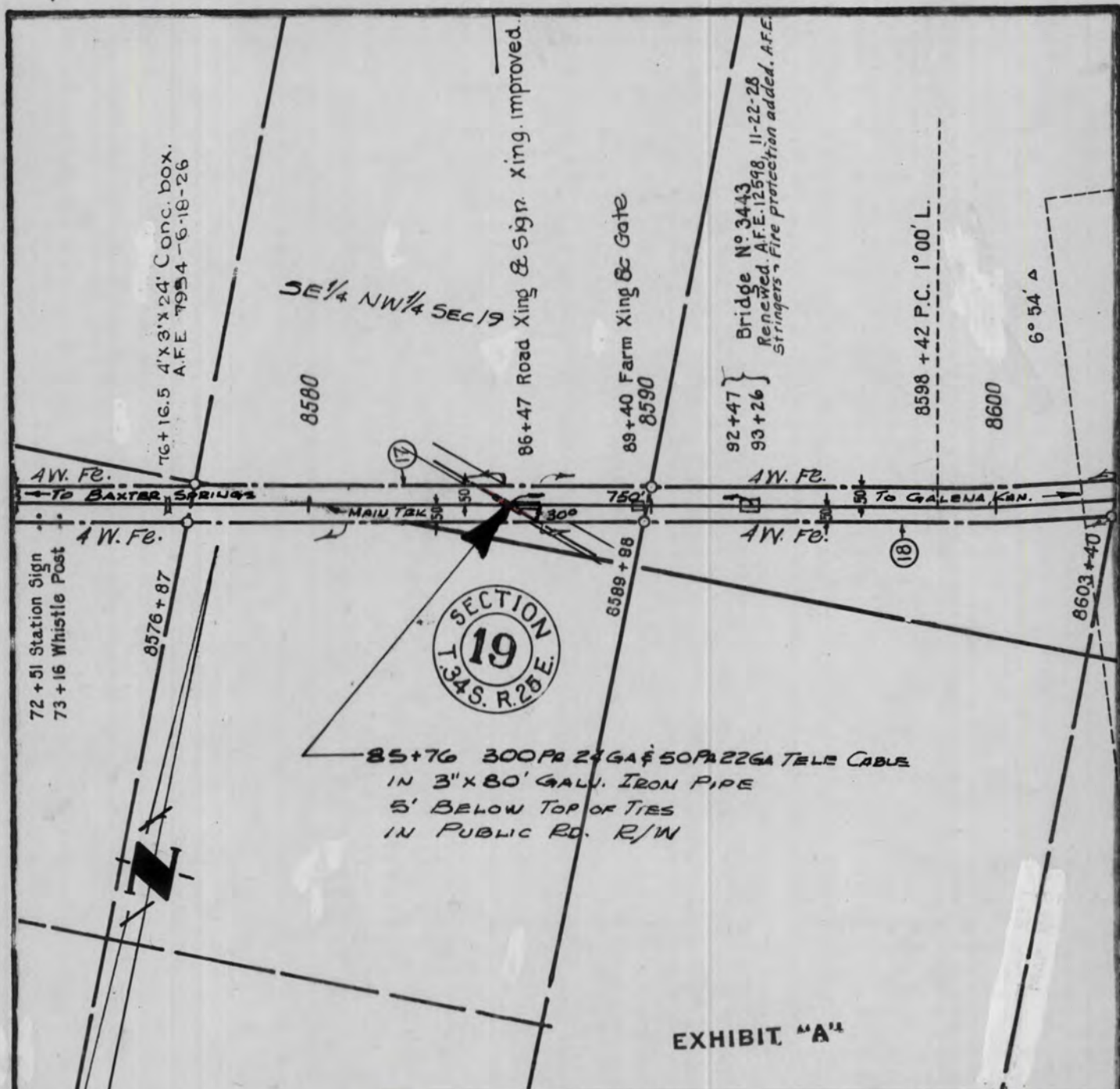
* We are closing our file on this application and will not prepare an agreement. Print attached.



IN DFT'G. RM. 4-7

OUT DFT'G. RM. _____

HL: RCA OUT: _____



BURLINGTON NORTHERN RAILROAD COMPANY

SPRINGFIELD REGION, SPRINGFIELD DIVISION

PRINT SHOWING
U.G. CABLE CROSSING TO SERVE
THE KANSAS STATE TELEPHONE COMPANY

Line Segment 1007, M.P. H-344.50
Near RIVERTON, CHEROKEE CO., KANSAS

SCALE: 1" = 400'
ENGINEERING DIVISION

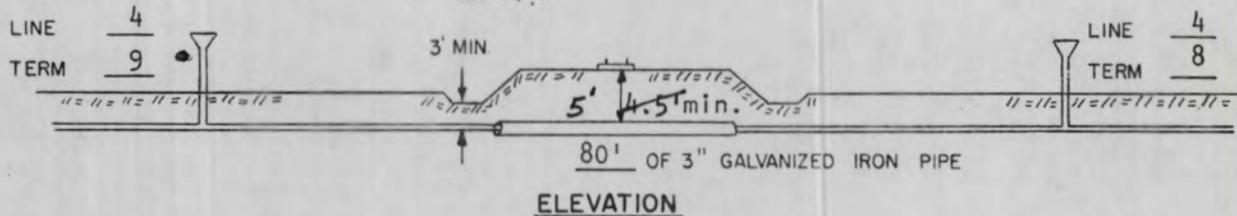
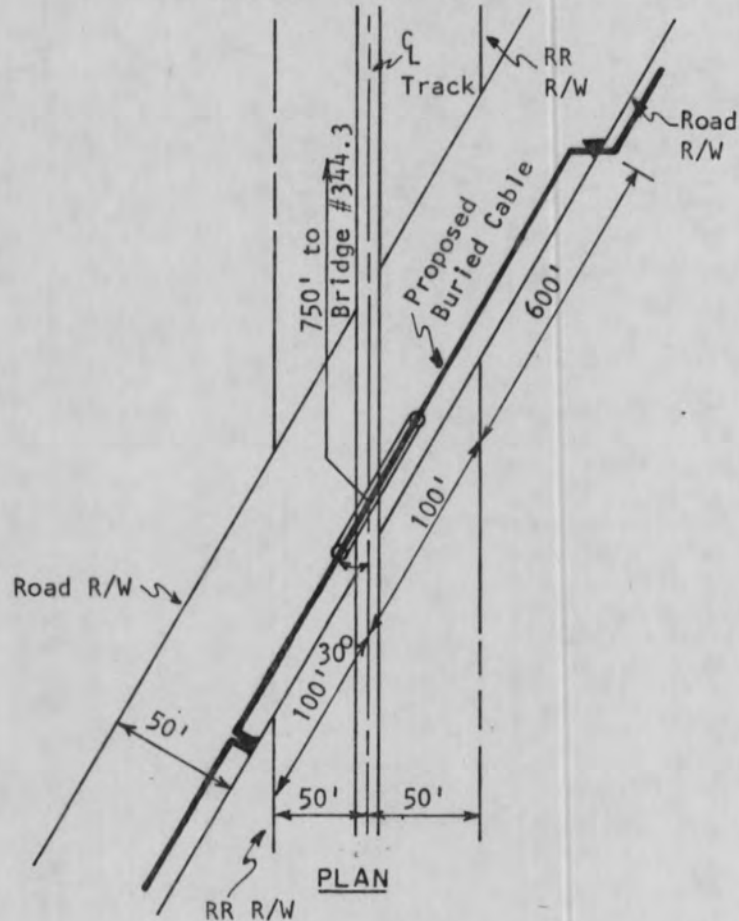
JANUARY 14th, 1983
SPRINGFIELD, MO.

SEE DWG # V03 SM-4 KAN MAP#1

TELEPHONE LINE CROSSING UNDER

Burlington Northern Railroad

NAME OF RAILWAY COMPANY



CONDUCTOR:

NUMBER 300 pairs and 50 pairs

GAUGE 24 and 22

MATERIAL plastic covered copper

CROSSING ON public RIGHT-OF-WAY

SUBMITTED BY com Hollis

TITLE Resident

DATE 4/19/82

STATE: Kansas	EXCH: Riverton	The Kansas State Telephone Company Kan. 522C Riverton Exchange	
COUNTY: Cherokee	DWN. BY: JF		
SECTION: 19	CKD. BY: RLW		
TOWNSHIP: 34S	APP'D BY:	FINLEY ENGINEERING COMPANY	LAMAR, MO.
RANGE: 25E	REVISED:	DATE: 11-16-82	DWG. NO: 522CX8



BURLINGTON NORTHERN RAILROAD

BN 47179-PROW

3253 E. Chestnut Expressway
Springfield, Missouri 65802
Telephone (417) 864-2163

SPRINGFIELD DIVISION

March 24, 1992

Mr. David DeMoss
Executive Director
Southeast Kansas Education Center
RR #4, Post Office Box 189
Girard, KS 66743

Dear Mr. DeMoss:

On February 25, 1992, you made application to install an underground wire line (communication) crossing at railroad survey station 8583+01± or mile post 344.43, line segment 1007, Riverton, Kansas.

As the proposed facility appears to fall within the limits of public right-of-way, we have no objection to your proceeding with installation without written agreement.

Please contact our roadmaster, Jeff Schmidt, at telephone number (316) 429-3850 forty-eight (48) hours in advance of construction so he may make any arrangements he deems necessary.

Sincerely,

E. D. Schubel
Division Engineer

NRH/mr2492sko01

cc: Messrs. D. E. Hiett
Jeff Schmidt

File: Wire Line: Riverton, KS: Southeast Kansas Education Center

APPLICATION FOR POLE AND WIRE OCCUPANCY



MP - 344.43
SS - 8583 + 01 ±

APPLICANT WILL RECEIVE COPY OF FORM 15510-N WITH THIS APPLICATION

STATION OR TOWN AND STATE Riverton, Kansas	NAME AND ADDRESS OF APPLICANT Southeast Kansas Education Service Ctr. R.R. #4 / P.O. Box 189 Girard, KS 66743	DATE 2-25-92
MP AND PLUS 630' West of M.P. 15		TELEPHONE NO. (AREA CODE) (316) 724-6281
<input type="checkbox"/> CORPORATION-In what state incorporated:		
<input checked="" type="checkbox"/> INDIVIDUAL-Under what firm name is business conducted: Southeast Kansas Education Service Center		
<input type="checkbox"/> PARTNERSHIP-Give names of all partners:		

UNDERGROUND CROSSING DATA

NO. OF CABLES 1	TYPE 8 Fiber	DEPTH BELOW TIE 60"	VOLTAGE ---	TYPE OF PROTECTION AND SIZE 2" Steel Pipe
<input type="checkbox"/> Longitudinal (See attachment) <input type="checkbox"/> Fiber Optic Longitudinal (See attachment)				

OVERHEAD POWER CROSSING DATA

NO. OF CIRCUITS	INITIAL:	VOLTAGE	LOAD CURRENT	FREQ.
WIRE CLEARANCE OVER RAILS	ANTICIPATED FUTURE:	VOLTAGE	LOAD CURRENT	FREQ.
CONDUCTORS:	NO.	MATERIAL	SIZE	
STRINGING SAG:	INCHES	TEMPERATURE	FINAL UNLOADED SAG:	INCHES

OVERHEAD COMMUNICATION LINE AND CABLE CROSSING DATA

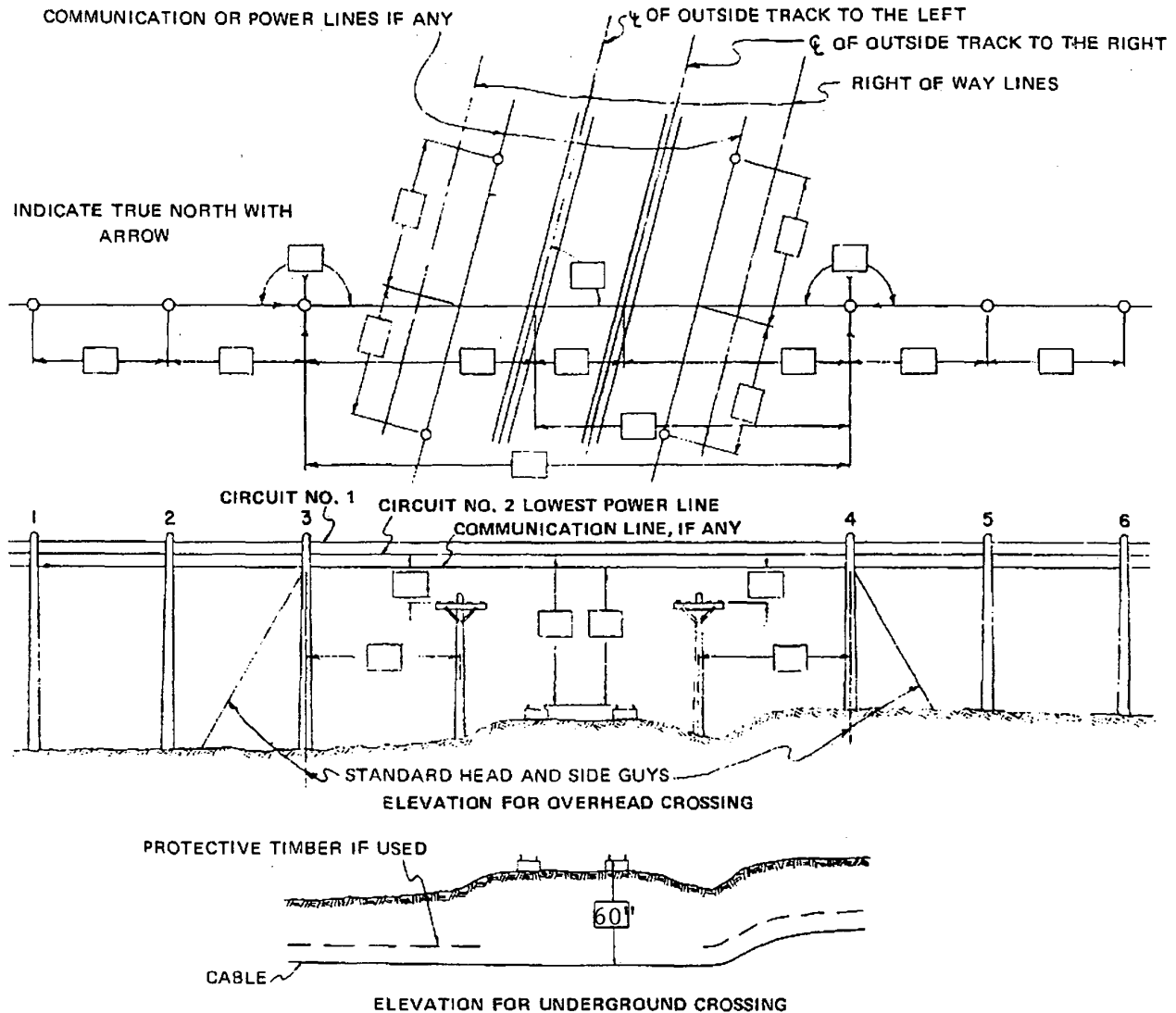
WIRES:	CLEARANCE OVER RAILS	NO. OF WIRES	SIZE	MATERIAL
STRINGING SAG:	INCHES	TEMPERATURE	INSULATORS:	TYPE
CABLE:	SHEATH MATERIAL	NO. OF PAIRS	GAUGE	OUTSIDE DIAMETER
CABLE SUSPENSION STRAND:	SIZE	MATERIAL		
HOW IS CABLE ATTACHED			IF BY RINGS, SPACING	
INCHES				

APPLICANT Southeast Kansas Education Service Center	BY David DeMoss	TITLE	DATE
---	--------------------	-------	------

REVIEWER'S REMARKS:

SUPERINTENDENT MAINTENANCE AND ENGINEERING	DIVISION COMMUNICATIONS AND CONTROL SYSTEMS ENGINEER
--	--

REQUIRED DATA FOR WIRE AND CABLE CROSSING (Special Plans Required for Longitudinal Occupancy)



POLE TOP CONSTRUCTION DATA

SIZE OF ARMS	MATERIAL	SIZE AND TYPE OF BRACES
PIN SPACING	SIZE, TYPE AND MATERIAL OF PINS	TYPE OF ARM SEPARATOR
GROUNDING CONNECTION:	MATERIAL	SIZE
AERIAL GROUND WIRE:	MATERIAL	SIZE

POLES	LENGTH (in feet)	CIRCUM. - INCHES		A.S.A. CLASS	DEPTH OF SETTING	NUMBER OF GUYS		
		GROUND	TOP			TOWARD XING	FROM XING	SIZE
NO. 1								
NO. 2								
NO. 3								
NO. 4								
NO. 5								
NO. 6								

TREATMENT OF POLES	SPECIES OF TIMBER	SIZE OF GUY WIRE
MATERIAL OF GUY WIRE	TYPE OF GUY ANCHORAGE	

EXHIBIT "A"
Underground Crossing

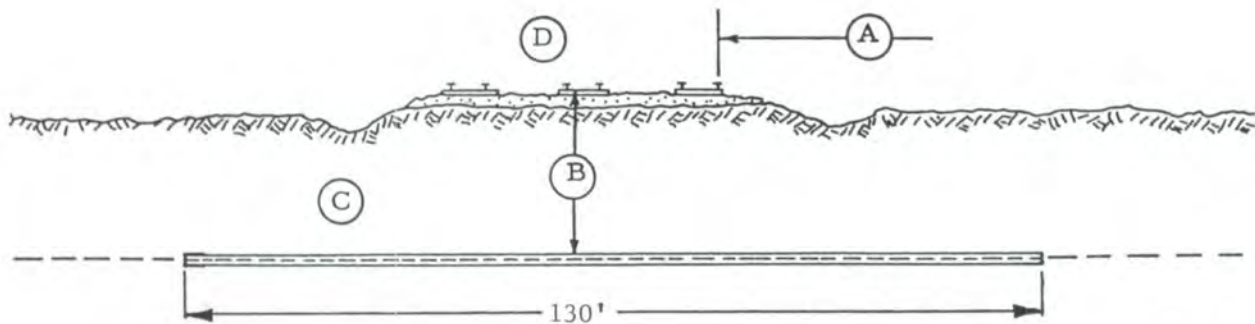
APPLICANT: Southeast Kansas Education Service Center
ADDRESS: R.R. #4 / P.O. Box 189
Girard, KS 66743

Manager: David DeMoss

RAILROAD: Burlington Northern
STATION: Riverton, Kansas

M.P. # 15

Section 19 T. 34S R. 25E



- 8 Fiber Cable size and gauge 2" Dia of drilled steel pipe
- A None Distance from outer edge of nearest rail to nearest telephone or communications fixture.
- B 60" Minimum Distance from top of conduit or drill to base of rail.
- C 42" Minimum distance below surface.
- D 1920' East of the west line of Section 19, T34S, R25E, or 630' west of M.P. 15
Distance from fixed point on Railway i.e., depot, bridge No., center line of street crossing, section line.

"Legend"

M Manhole

---- Underground Conduit or Drill

Date: _____
By: _____
Title: _____

Location (for Applicant's Use) Military
Riverton, KS Third Street West of Avenue
(for Railroad Use)

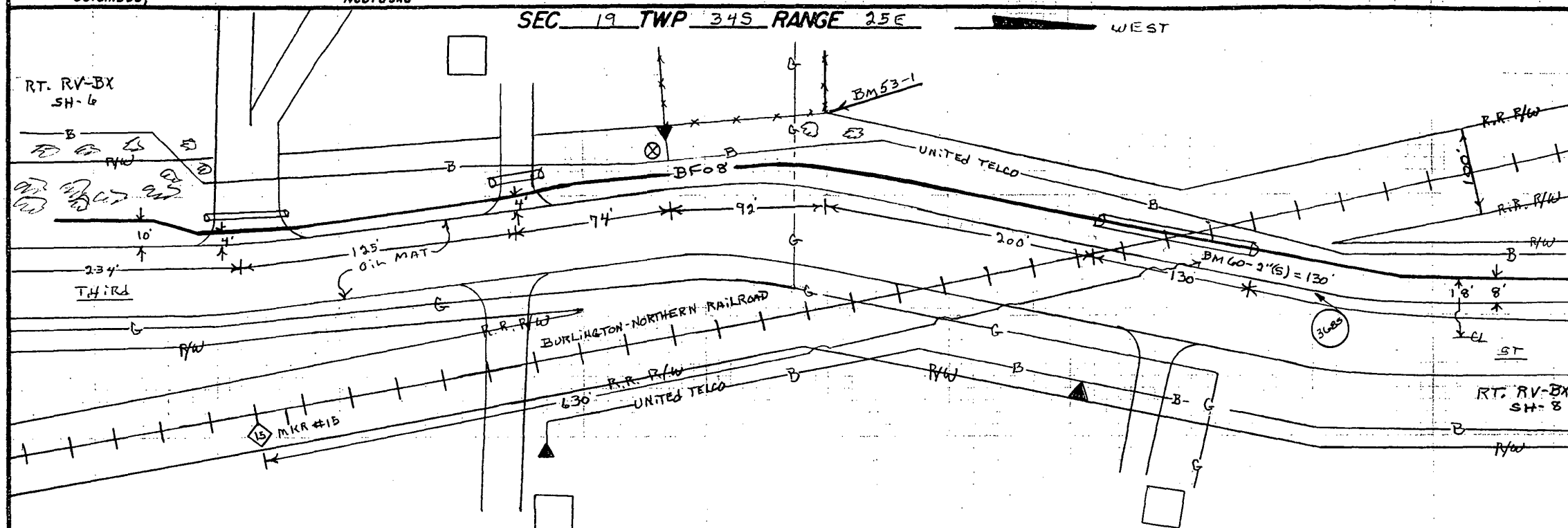
Reed, Veatch, Wurdeman & Associates
Columbus, Nebraska

	By	Date	Line #	Sketch #
Data				
Drawn	JRB	2-25-92	RV-BX	7

STAKING SHEET, TELEPHONE BURIED PLANT

SEC 19 TWP 34S RANGE 25E

WEST



1. Existing U.G. Facility Locations are Approximate.
2. Right of Way Lines are Approximate.

SEC 19 TWP 34S RANGE 25E

[illegible]

The All Primary Curriculum 26

NOT TO SCALE



BURLINGTON NORTHERN RAILROAD

BN 47180 - PROW

3253 E. Chestnut Expressway
Springfield, Missouri 65802
Telephone (417) 864-2163

SPRINGFIELD DIVISION

March 24, 1992

Mr. David DeMoss
Executive Director
Southeast Kansas Education Center
RR #4, Post Office Box 189
Girard, KS 66743

Dear Mr. DeMoss:

On February 25, 1992, you made application to install an underground wire line (communication) crossing at railroad survey station 8558+41± or mile post 344.89, line segment 1007, Riverton, Kansas.

As the proposed facility appears to fall within the limits of public right-of-way, we have no objection to your proceeding with installation without written agreement.

Please contact our roadmaster, Jeff Schmidt, at telephone number (316) 429-3850 forty-eight (48) hours in advance of construction so he may make any arrangements he deems necessary.

Sincerely,

E. D. Schubel
Division Engineer

NRH/mr2492sko02

cc: Messrs. D. E. Hiett
Jeff Schmidt

File: Wire Line: Riverton, KS: Southeast Kansas Education Center

APPLICATION FOR POLE AND WIRE OCCUPANCY



APPLICANT WILL RECEIVE COPY OF FORM 15510-N WITH THIS APPLICATION

STATION OR TOWN AND STATE Riverton, Kansas	NAME AND ADDRESS OF APPLICANT Southeast Kansas Education Service Ctr. R.R. #4 / P.O. Box 189 Girard, KS 66743	DATE 2-25-92
MP AND PLUS 2' Northwest of M.P. 12		TELEPHONE NO. (AREA CODE) (316) 724-6281

<input type="checkbox"/> CORPORATION—In what state incorporated:
<input checked="" type="checkbox"/> INDIVIDUAL—Under what firm name is business conducted: Southeast Kansas Education Service Center
<input type="checkbox"/> PARTNERSHIP—Give names of all partners:

UNDERGROUND CROSSING DATA

NO. OF CABLES 1	TYPE 8 Fiber	DEPTH BELOW TIE 60"	VOLTAGE ---	TYPE OF PROTECTION AND SIZE 2" Steel Pipe
<input type="checkbox"/> Longitudinal (See attachment) <input type="checkbox"/> Fiber Optic Longitudinal (See attachment)				

OVERHEAD POWER CROSSING DATA

NO. OF CIRCUITS	INITIAL:	VOLTAGE	LOAD CURRENT	FREQ.
WIRE CLEARANCE OVER RAILS	ANTICIPATED FUTURE:	VOLTAGE	LOAD CURRENT	FREQ.
CONDUCTORS:	NO.	MATERIAL	SIZE	
STRINGING SAG:	INCHES	TEMPERATURE	FINAL UNLOADED SAG:	INCHES

OVERHEAD COMMUNICATION LINE AND CABLE CROSSING DATA

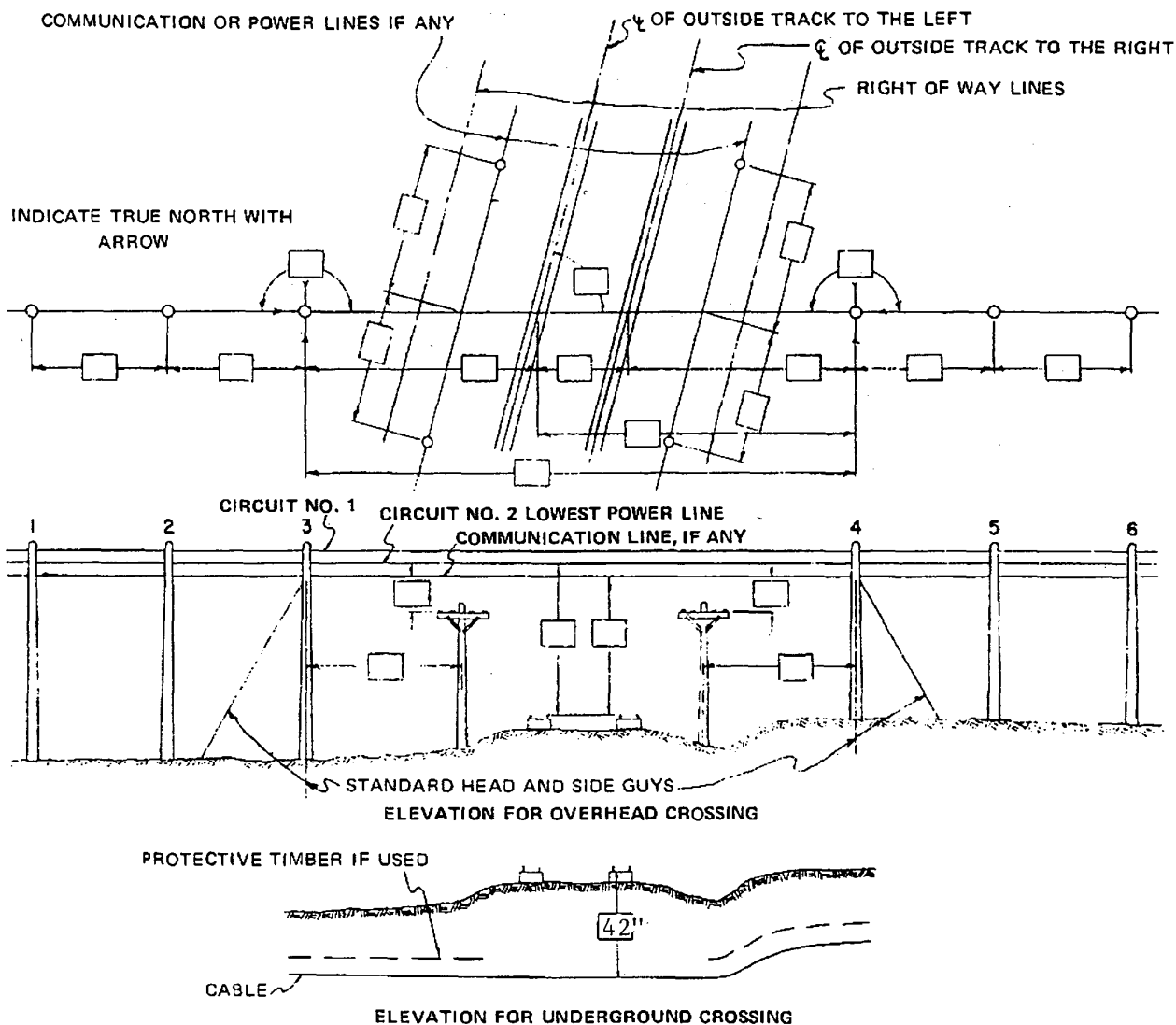
WIRES:	CLEARANCE OVER RAILS	NO. OF WIRES	SIZE	MATERIAL
STRINGING SAG:	INCHES	TEMPERATURE	INSULATORS:	TYPE
CABLE:	SHEATH MATERIAL	NO. OF PAIRS	GAUGE	OUTSIDE DIAMETER
CABLE SUSPENSION STRAND:	SIZE	MATERIAL		
HOW IS CABLE ATTACHED			IF BY RINGS, SPACING	
INCHES				

APPLICANT Southeast Kansas Education Service Center	BY David DeMoss	TITLE	DATE
---	--------------------	-------	------

REVIEWER'S REMARKS:

SUPERINTENDENT MAINTENANCE AND ENGINEERING	DIVISION COMMUNICATIONS AND CONTROL SYSTEMS ENGINEER
--	--

REQUIRED DATA FOR WIRE AND CABLE CROSSING (Special Plans Required for Longitudinal Occupancy)



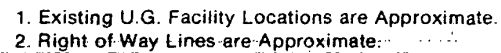
POLE TOP CONSTRUCTION DATA

SIZE OF ARMS	MATERIAL	SIZE AND TYPE OF BRACES
PIN SPACING	SIZE, TYPE AND MATERIAL OF PINS	TYPE OF ARM SEPARATOR
GROUNDING CONNECTION:	MATERIAL	SIZE
AERIAL GROUND WIRE:	MATERIAL	SIZE

POLES	LENGTH (in feet)	CIRCUM. - INCHES		A.S.A. CLASS	DEPTH OF SETTING	NUMBER OF GUYS		
		GROUND	TOP			TOWARD XING	FROM XING	SIZE
NO. 1								
NO. 2								
NO. 3								
NO. 4								
NO. 5								
NO. 6								

TREATMENT OF POLES	SPECIES OF TIMBER	SIZE OF GUY WIRE
MATERIAL OF GUY WIRE	TYPE OF GUY ANCHORAGE	

STAKING SHEET, TELEPHONE BURIED PLANT



NOT TO SCALE



BURLINGTON NORTHERN RAILROAD

BN 47184-PROW

SPRINGFIELD DIVISION

3253 E. Chestnut Expressway
Springfield, Missouri 65802
Telephone (417) 864-2163

March 24, 1992

Mr. David DeMoss
Executive Director
Southeast Kansas Education Center
RR #4, Post Office Box 189
Girard, KS 66743

Dear Mr. DeMoss:

On February 25, 1992, you made application to install an underground wire line (communication) crossing at railroad survey station 3050+67± or mile post 343.76, line segment 1007, Riverton, Kansas.

As the proposed facility appears to fall within the limits of public right-of-way, we have no objection to your proceeding with installation without written agreement.

Please contact our roadmaster, Jeff Schmidt, at telephone number (316) 429-3850 forty-eight (48) hours in advance of construction so he may make any arrangements he deems necessary.

Sincerely,

E. D. Schubel
Division Engineer

NRH/mr2492sko03

cc: Messrs. D. E. Hiett
Jeff Schmidt

File: Wire Line: Riverton, KS: Southeast Kansas Education Center

APPLICATION FOR PIPE LINE PERMIT



To BURLINGTON NORTHERN RAILROAD COMPANY

Date 2-25-92

1. At what City or Villiage is permit desired? Riverton, Kansas
2. Full name and address of Applicant Southeast Kansas Education Service Center
R.R. #4 / P.O. Box 189, Girard, KS 66743
3. Telephone Number - include Area Code (316) 724-6281
4. If Applicant is a corporation, in what state incorporated? N/A
If an individual, under what firm name is business conducted? _____
If partnership, give name of all partners _____
5. Product to be handled in pipe line Telephone Cable

- | 6. Pipe Data: | CARRIER PIPE | CASING PIPE | CARRIER PIPE | CASING PIPE |
|-----------------------------|--------------|---------------|--|----------------|
| a. Outside diameter | _____ | <u>2.375"</u> | f. Actual working pressure | <u>None</u> |
| b. Inside diameter | _____ | <u>2"</u> | g. Type of joint | <u>Coupler</u> |
| c. Pipe material | _____ | <u>Steel</u> | h. Coating | <u>None</u> |
| d. Specifications and grade | _____ | <u>Galv.</u> | i. Method of installation | <u>Bore</u> |
| e. Wall thickness | _____ | <u>.154"</u> | j. Will cathodic protection be provided? | _____ |

7. a. Depth of pipe under track (top of tie to bottom of casing) 60"
b. Angle of crossing 40°
8. If pipe is to be placed longitudinally with track, give
a. location of pipe in relation to centerline of nearest track N/A
b. depth of coverage (ground line to top of pipe) N/A
9. If installation is to be by jacking or boring method give location of jacking and receiving pits
a. Depth 60"
b. Distance facing wall of pit to centerline of nearest track (measured normal) 44'
10. If Reference plans (to be forwarded with original application)
a. Drawing Number RV-BX-2 b. Prepared by D. Schick

11. Applicant has received and read Pipeline Permit, Form 60025-E, and understands that execution of such contract will be required before installation can proceed. Applicant agrees that if installation requires any or all of the following work; removal and replacement of track bridging, protection of track or other railway facilities by work or flagging, engineering and/or supervision; such work is to be performed by railway employees and the cost borne by Applicant. If in the opinion of the Railway Company sufficient hazard is involved the Applicant will be required to furnish liability and property damage insurance in form and amounts satisfactory to Burlington Northern Railroad Company.

By David W. Moss (Applicant) Executive Director (Title)

RECOMMENDATIONS: (If additional space is required attach supplemental sheet)

Date _____ 19____

APPLICATION APPROVED:

(Superintendent Maintenance & Engineering)

CONSTRUCTION OF PIPE LINES ON RAILWAY RIGHT OF WAY

GENERAL REQUIREMENTS: Pipe lines under railway tracks or across or along railway right of way shall conform to current American Railway Engineering Association Specifications if constructed in the United States and shall conform to current regulations regarding pipe line crossings under railroad as issued and amended by the Board of Transport Commissioners of Canada if constructed in Canada or where laws or orders of public authority prescribe a higher degree of protection than specified herein, then the higher degree of protection so specified shall be adhered to.

Plans and specifications for proposed installation shall be submitted to railway Superintendent Maintenance & Engineering and meet the approval of the railway company before construction is begun. Plans shall be drawn to scale showing the relation of the proposed pipeline, angle of crossing, location of valves, railway survey station, right of way line and general layout of tracks and railway facilities. Plan should also show a cross-section (or sections) from field survey, showing pipe in relation to actual profile of ground and tracks, complete description of material to be used, and location of jacking and receiving pits. If open cutting or tunneling is necessary, details of sheeting and method of supporting tracks or driving tunnel should be shown.

The execution of the work on the railway right of way, including the supporting of tracks, shall be subject to the inspection and direction of the Superintendent Maintenance & Engineering of the Railway Company.

Pipe lines shall be installed under tracks by boring or jacking if practicable. Boring excavation must not exceed the outside diameter of the pipe. Jacking or boring of corrugated metal pipe, cast iron pipe or pipe with flanges, bells or couplings will not be permitted.

Pipe lines shall be located, where practicable, to cross tracks at approximately right angles thereto but preferably at not less than 45 degrees and shall not be placed within a culvert, under railway bridges or closer than 45 feet to any portion of any railway bridge, building or other important structure, except in special cases and then by special design as approved by the Director Engineering (Region) of the Railway Company.

Pipe lines laid longitudinally on railway right of way shall be located as far as practicable from any tracks or other important structures. Pipe lines carrying flammable products or products under pressure located within 25 feet of the centerline of any track or where there is danger of damage from leakage to any bridge, building or other important structure, shall be encased or of special design as approved by the Director Engineering (Region) of the Railway Company.

Pipe lines laid longitudinally on the railway right of way, 50 feet or less from the centerline of track shall be buried not less than 4'6" from the ground surface to top of pipe.

Where pipe line is laid more than 50 feet from the centerline of track, minimum cover shall be 3 feet.

If additional tracks are constructed in the future, or Railway Company determines that roadbed should be widened, the casing shall be extended correspondingly.

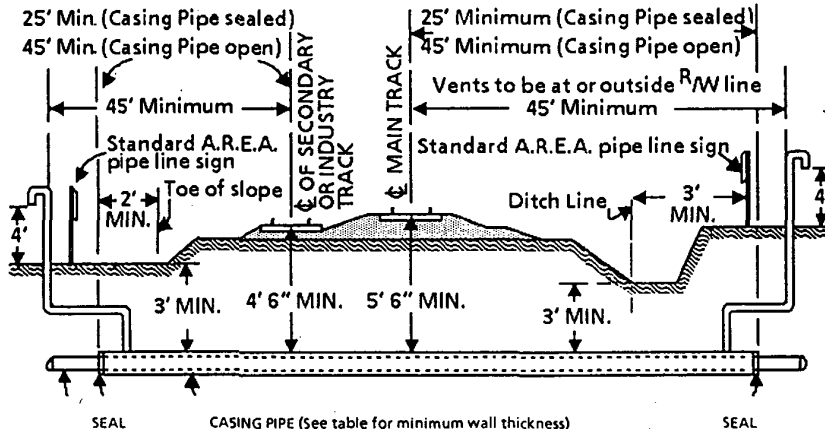
PIPE LINES CARRYING FLAMMABLE SUBSTANCES

This includes oil, gas; basoline, petroleum products or other flammable or highly volatile substance under pressure.

APPROVED CASING PIPE:

Steel or Case iron for all pressures.

ALL MINIMUM DIMENSIONS MEASURED NORMAL TO ∇ OF OUTSIDE TRACK



CARRIER PIPE TO MEET CURRENT A.R.E.A. SPECIFICATIONS

Inside diameter of casing pipe shall exceed outside diameter of carrier pipe by 2" for carrier pipe less than 8" diameter, 3½" for 8" to 16" carrier pipe and 4½" for carrier pipe greater than 16" diameter.

PIPE LINES CARRYING NON-FLAMMABLE SUBSTANCES

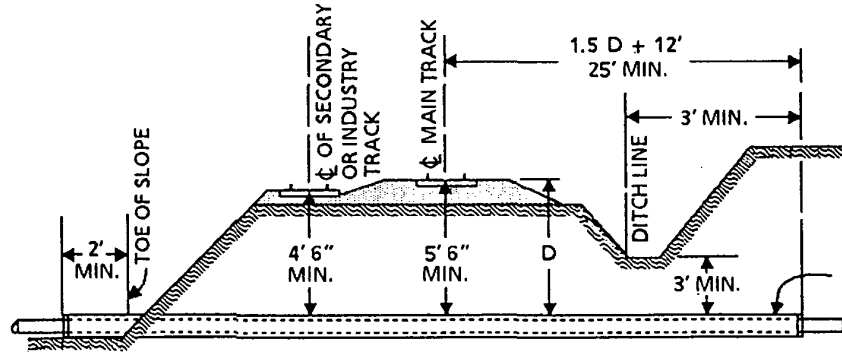
This includes steam, water or any non-flammable substance which from its nature or pressure might cause damage if escaping on or in the vicinity of railway property. Sewers and drains do not require casing pipe unless conditions exist which will endanger security of track, but should be of sufficient strength to withstand E-72 railway loading.

APPROVED CASING PIPE:

Steel or Cast Iron for all pressures.

Reinforced Concrete or Corrugated Metal for pressures less than 100 P.S.I.

ALL MINIMUM DIMENSIONS MEASURED NORMAL TO ϕ OF OUTSIDE TRACK



CASING PIPE (See table for minimum wall thickness)

Where the ends of the casing are at or above ground surface and above high water level they may be left open, provided drainage is afforded in such manner that leakage will be conducted away from railway tracks or structures.

CARRIER PIPE TO MEET CURRENT A.R.E.A. SPECIFICATIONS

Inside diameter of casing pipe shall exceed outside diameter of carrier pipe, joints or couplings by 2" for carrier pipe less than 6" in diameter and 4" for carrier pipe 6" in diameter and larger.

CASING PIPE FOR E-72 LOADING

WALL THICKNESS FOR STEEL CASING PIPE (MINIMUM YIELD STRENGTH 35,000 P.S.I.)		
PIPE COATED & CATHODICALLY PROTECTED MIN. THICKNESS INCHES	PIPE NOT COATED & CATHODICALLY PROTECTED MIN. THICKNESS INCHES	DIAMETER OF PIPE INCHES
0.188	0.188	UNDER 14
0.219	0.282	14 AND 16
0.250	0.312	18
0.281	0.344	20
0.312	0.375	22
0.344	0.406	24
0.375	0.438	26
0.406	0.469	28 AND 30
0.438	0.500	32
0.469	0.531	34 AND 36
0.500	0.563	36, 40 AND 42

CAST IRON PIPE:

Installation must be by open trench. Pipe shall conform to American Standards Ass'n. Specification A21 class 150 for 12" and under and class 250 for over 12". Pipe to have mechanical joints or compression couplings.

REINFORCED CONCRETE PIPE:

Pipe shall conform to current A.S.T.S. M-76 table IV, wall "B".

CORRUGATED METAL PIPE:

Pipe shall be galvanized, asbestos bonded and asphalt coated.

GAGE OF METAL BEFORE GALVANIZING U.S. STD. GAGE	DIAMETER OF PIPE INCHES
14	18 AND UNDER
12	24, 30 AND 36
10	42 AND 48

Where the ends of the casing are below ground, they shall be suitably protected against the entrance of foreign material, but shall not be tightly sealed.

EXHIBIT "A"
Underground Crossing

Southeast Kansas Education

APPLICANT: Service Center

Manager: David DeMoss

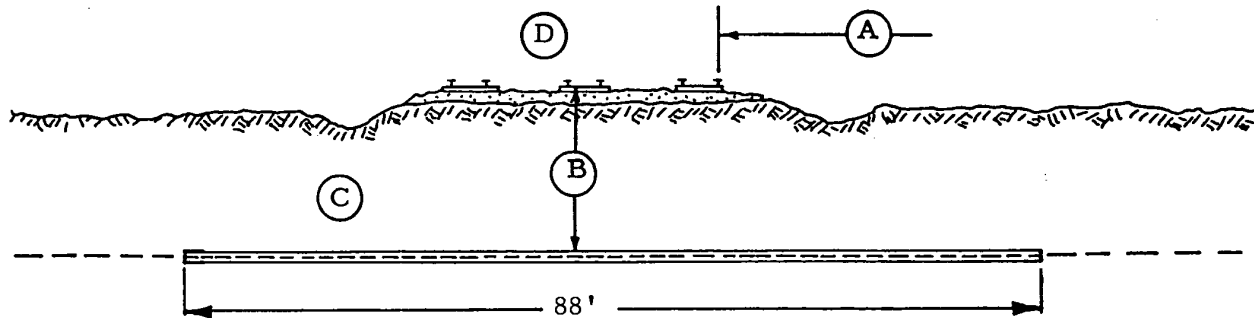
ADDRESS: R.R. #4 / P.O. 189
Girard, KS 66743

RAILROAD: Burlington Northern

STATION: Riverton, Kansas

M.P. # 17

Section 20 T. 34S R. 25E



- 8 Fiber Cable size and gauge 2" Dia of drilled steel pipe
- A None Distance from outer edge of nearest rail to nearest telephone or communications fixture.
- B 60" Minimum Distance from top of conduit or drill to base of rail.
- C 42" Minimum distance below surface.
- D 15' West of M.P. #17, or 35' east of the west line of Section 20, T34S, R25E
Distance from fixed point on Railway i.e., depot, bridge No., center line of street crossing, section line.

"Legend"

☐ Manhole

----- Underground Conduit or Drill

Date: _____

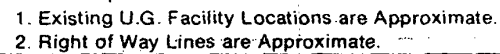
By: _____

Title: _____

Location (for Applicant's Use)				
Frisco Riverton, KS Jct. of Military Ave. & Street				
(for Railroad Use)				
Reed, Veach, Wurdeman & Associates Columbus, Nebraska				
	By	Date	Line #	Sketch #
Data				
Drawn	JRB	2-25-92	RV-BX	2

STAKING SHEET, TELEPHONE BURIED PLANT

• SOUTH



REEL NO.

REEL NO.

BRANDREMARKS

Contractor



BURLINGTON NORTHERN RAILROAD

PRIVATE ROADWAY AND CROSSING AGREEMENT NO. CX95-21660

AGREEMENT made this day of September 9, 1996, between BURLINGTON NORTHERN RAILROAD COMPANY, a Delaware corporation, hereinafter called "Burlington," whose address is 920 SE Quincy Street, Topeka, Kansas 66612-1116, and CHEROKEE COUNTY SANITARY SEWER DISTRICT NO. 1 & NO. 2, hereinafter called "Permittee," whose address is:

P. O. Box 14
Columbus, Kansas 66725

WITNESSETH:

WHEREAS, Permittee desires, for Permittee's use, the construction and maintenance, upon the right-of-way of Burlington, of a private 16' roadway crossing of Burlington's railroad, described as follows:

A SIXTEEN FOOT (16') PLANK ROAD CROSSING

Line Segment: 1007 Milepost: 345.5 at or near the City of Riverton, County of Cherokee, KANSAS, all hereinafter sometimes referred to as "Crossing," as shown highlighted upon the plan which is attached hereto and made a part hereof, marked Exhibit "A" dated , and Burlington agrees to the construction, maintenance, and use thereof by Permittee but only upon the following terms and conditions:

1. Permittee shall, at their own cost and expense, do all required grading and maintenance of the roadway approaches and furnish, install, and maintain necessary drainage facilities.

Permittee shall at their own cost and expense, obtain and furnish to Burlington a policy of Public Liability and Property Damage Insurance as set out in Addendum 'A' attached hereto and made a part hereof.

Burlington shall, at the cost and expense of Permittee, construct the new Crossing. Permittee shall provide, as required in Addendum 'B' attached hereto and made a part hereof, all information and insurance relating to grading and drainage work.

Burlington shall maintain said Crossing at Permittee's cost and expense.

Burlington reserves the right to permit other parties to use said crossing and said other parties will be required to execute a permit similar to permit herein. All responsibilities required by the terms, conditions and provisions of this permit shall be borne equally by Permittee and said other parties.

2. Permittee shall, upon execution hereof, pay to Burlington for the license and permission hereby granted, the sum of One Hundred dollars (\$100.00) for the five-year period commencing as of the date first hereinabove written. In addition, Permittee hereby agrees to pay Burlington's standard license and permission charge as may be in effect from time to time for periods subsequent to such initial five-year period.

3. Permittee shall, before any construction is begun, also pay to Burlington the sum of Three Thousand Three Hundred dollars (\$3,300.00), which is the agreed cost of the work and materials to be furnished by Burlington at the expense of Permittee.

Permittee shall also pay to Burlington the cost of the maintenance, additions, and betterments performed by Burlington from time to time herein agreed to be borne by Permittee, within twenty (20) days after bills are rendered therefor.

Burlington may assign any receivable due them under this Agreement, provided, however, such assignment shall not relieve the assignor of any of its rights or obligations under this Agreement.

4. Insurance requirements pursuant to attached Addendum by reference, made a part hereof.

5. Should the right-of-way be now or hereafter fenced at the location described, Permittee shall construct, maintain, and keep repaired at Permittee's expense, farm crossing gates in a manner satisfactory to Burlington's General Manager, and said gates shall be kept closed, except when necessary to be open for travel. Permittee agrees to assume all damages of every kind whatsoever resulting from Permittee's failure to keep gates closed, or for failure to keep the same in proper repair, as agreed in this paragraph.

6. Permittee shall at all times keep the flangeways of said Crossing free and clear of all snow, dirt or any other obstructions whatsoever, which may accumulate by virtue of vehicles or farm machinery crossing thereover or otherwise.

7. Permittee shall not permit said Crossing to be used as a public crossing.

8. Permittee, at Permittee's own expense, shall remove and keep removed any vegetation at said Crossing which may interfere with the view of trains approaching in either direction.

9. The permission hereby granted shall neither be, or be deemed or construed to be, a grant of land, nor shall it constitute ownership by Permittee of the Crossing or that portion of Burlington's right-of-way upon which said Crossing is located. It is also specifically understood by Permittee that cables and other electric and/or fiber optic transmission lines may be on, about, along, or under Burlington's property and Permittee agrees and warrants that under NO CIRCUMSTANCES will Permittee dig in or disturb the surface of Burlington's property.

10. Permittee shall and hereby does release and discharge and hold harmless Burlington of and from any and all liability for damage to or destruction of said Crossing, or any property of Permittee thereon, and Permittee shall and hereby does assume any and all liability for injury to or death of persons, and loss of or damage to property in any manner arising from or during the construction, use, maintenance, repair, or removal of said Crossing, however such injury, death, loss, damage, or destruction aforesaid may occur or be caused, and Permittee shall and hereby does indemnify and save harmless Burlington from any and all claims, demands, suits, actions, damages, recoveries, judgments, costs, or expenses arising or growing out of or in connection with any such injury, death, loss, damage, or destruction aforesaid. Permittee further agrees to appear and defend in the name of Burlington, any suits or actions at law brought against it on account of any such personal injuries or death, and loss of or damage to property, and to pay and satisfy any final judgment that may be rendered against Burlington in any such suit or action. THE LIABILITY ASSUMED BY PERMITTEE SHALL NOT BE AFFECTED BY THE FACT, IF IT IS A FACT, THAT THE LOSS, DAMAGE, DEATH, OR INJURY WAS OCCASIONED BY OR CONTRIBUTED TO BY THE NEGLIGENCE OF BURLINGTON, ITS OFFICERS, AGENTS, SERVANTS, EMPLOYEES, OR OTHERWISE.

11. It is agreed that the provisions of paragraph 10 are for the equal protection of any other railroad company or companies, including National Railroad Passenger Corporation (Amtrak), heretofore or hereafter granted the joint use of Burlington property, of which said premises are a part.

12. In the event Burlington shall require the use of its premises occupied by said Crossing or any part thereof for any purpose whatsoever, or if Permittee shall fail to keep and perform any of the terms and conditions of this Agreement herein agreed by Permittee to be kept and performed, Burlington shall have the right to terminate this Agreement at any time upon giving to Permittee thirty (30) days written notice of its intention so to do and shall, upon expiration of said thirty (30) days, have the right to remove said Crossing and barricade access thereto at the cost and expense of Permittee. Said notice shall be good if served personally upon Permittee, posted upon the premises, or deposited postpaid with the United States Postal Service, addressed to Permittee at Permittee's post office address above stated. No portion of any payments made hereunder will be refunded upon termination of this Agreement.

13. Permittee shall not assign or transfer this Agreement without first having obtained the written consent of Burlington.

14. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective executors, administrators, successors, and assigns.

15. Nothing herein contained shall imply or import a covenant on the part of Burlington for quiet enjoyment.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in duplicate the day and year first hereinabove written.

BURLINGTON NORTHERN RAILROAD COMPANY

E. R. Spangler

Director Permits & Contracts

Title

In presence of:

Maurice Dyer

(Witness)

CHEROKEE COUNTY SANITARY SEWER
DISTRICT NO. 1 & NO. 2

John L. Green

Name Printed

JOHN L. GREEN

Title

95_21660/2749

F1575

This Agreement, made in duplicate, this 6th day of February, 1912, by between

James W. Lusk, William C. Nixon and William B. Biddle, RECEIVERS of the railroad and property OF ST. LOUIS AND SAN FRANCISCO RAILROAD COMPANY, acting herein as Receivers and not otherwise, parties of the first part, hereinafter designated "Receivers," and R. S. Litchfield and John M. London Receivers of hereinafter designated "Lessee," part of the second part, WITNESSETH:

That Receivers, in consideration of the covenants and agreements hereinafter contained, to be kept and performed by Lessee, and of the sums to be paid by Lessee, as hereinafter provided, hereby grant permission and authority to Lessee to excavate for, lay, construct, maintain, operate and repair a inch pipe line under the right of way and tracks of the St. Louis and San Francisco Railroad, now being operated by Receivers, said proposed pipe line being described as follows:

To extend in a general north and south direction, crossing under the main branch Cherokee Branch, Carthage Subdivision, Kansas Division of said Railway Company, in the NE¹/₄ of Section 15, Township 34 South, Range 23 East, Cherokee County, Kansas near Galena, at a point 130 feet southwesterly measured along the center line of said main track from its intersection with the east line of said Section 15, said point of crossing being 1363 feet southwesterly from Mile Post 340 52 feet of said proposed pipe line will be located on right of way of said Railway Company.

For a more particular explanation of the location of the said pipe line, reference is made to the blue print hereto attached and made a part hereof, upon which the location of said pipe line is shown on the line colored yellow"

This grant is made by Receivers, and accepted by Lessee upon and subject to the following conditions, viz.:

FIRST. As a condition precedent to the exercise by Lessee of the permission and authority herein granted, Lessee shall pay to Receivers, in advance, the sum of five dollars (\$5.00) for each crossing constructed under the track of Receivers by authority of the provisions of this agreement, plus a sum at the rate of fifty cents (50c) for each one hundred feet of right of way occupied by such pipe line in excess of the first one hundred feet.

SECOND. Lessee shall lay and maintain said pipe at a depth of not less than feet below the base of the rails in said track, and shall do all work of excavating for, laying, constructing, maintaining, operating and repairing said pipe line in such a manner as not to interfere with or endanger the roadbed of said railroad, or any of its tracks as now or hereafter laid on said right of way, and at such times and in such manner as not to interfere with or endanger the operation of said railroad. Said pipe, when so required by Receivers, shall be encased with a steel or cast iron pipe, of the same strength as the main pipe, and with threaded or leaded joints, cemented ends and iron escape pipe, for the entire distance across said railroad company's property. All of the pipe of Lessee on said right of way shall be laid and maintained so that the top of said pipe shall be not less than three (3) feet below the surface of the ground of said right of way. Said pipe line shall not be constructed under the right of way and tracks of said railroad nearer than six (6) feet on a line perpendicularly distant from any rail joint in said track. In refilling the trench excavated for said pipe, that portion of same beneath the ties of said railroad tracks shall be firmly tamped so as to form a solid sub-grade. That portion of said trench on each side of said ties shall be refilled in a proper and workmanlike manner, and so as to leave no holes or obstructions therein, and so as to furnish and provide proper drainage.

THIRD. All of the work of excavating for, laying, constructing, maintaining, operating and repairing said pipe line under the right of way and tracks of said railroad shall be done by Lessee at Lessee's own expense, and under the direction and subject to the approval of the Roadmaster in charge of that portion of said line of railroad, and all expense for supervision, etc., shall be borne by Lessee. Said Roadmaster shall have full authority to direct the time and manner of doing the work, and may require Lessee to have the same done as he directs, and if Lessee fail or refuse to comply with his direction, said Roadmaster may stop the work altogether.

FOURTH. If at any time in the future, in the opinion of Receivers, it shall become necessary or advisable for the use of said right of way and railroad to remove said pipe line from under the right of way and tracks of said railroad, Lessee, shall, upon thirty (30) days' written notice from Receivers, remove said pipe line from under said right of way and tracks of said railroad and restore the same to their present condition, all without cost or expense to Receivers. If Receivers shall in the future change the grade of the said right of way and tracks, Lessee, shall thereupon reconstruct said pipe line, at Lessee, sole expense, to comply with the requirements of this grant with respect to such new grade, or, at the option of Receivers, shall remove the same from under the right of way and tracks of said railroad, as above provided.

FIFTH. Lessee, agree, to indemnify and hold harmless Receivers and their successors, and said St. Louis & San Francisco Railroad Company, its successors, lessees, and assigns, from any and all expense and damage that they or it may sustain, or for which they or it may become liable to third parties, on account of excavating for, laying constructing, maintaining, operating and repairing said pipe line, and all costs and expenses that Receivers may be put to in defending against suits for damages claimed to have been sustained thereby; and Lessee, shall promptly pay to Receivers, upon presentation of bill therefor, all and every kind of such damages, costs and expenses.

SIXTH. Lessee, as a further consideration for the grant to themselves hereunder, expressly agree, to indemnify and save and hold harmless the Receivers and their successors and said St. Louis and San Francisco Railroad Company, its successors, lessees and assigns, from any and all damage to the pipes and all other property of the Lessee, growing out of the laying, excavating for, constructing, maintaining, operating and repairing said pipe line, whatsoever may be the cause of such damage.

SEVENTH. This agreement shall be binding upon the heirs, executors, administrators, successors, lessees and assigns of the part, of the second part, and shall inure to the benefit of Receivers and their respective successors, and subject to the provisions of Section Eight hereof, to St. Louis and San Francisco Railroad Company and its successors, lessees and assigns.

EIGHT. The termination of the receivership of St. Louis and San Francisco Railroad shall ipso facto terminate this agreement in so far as the Receivers are concerned, and this contract shall thereupon continue as an agreement between St. Louis and San Francisco Railroad Company, as party of the first part, and Lessee, as party of the second part; provided said St. Louis and San Francisco Railroad Company indorses hereon its acceptance of the provisions of this section hereof.

In Witness Whereof, the said parties have executed this contract in duplicate the day and year first above written.

JAMES W. LUSK, WILLIAM C. NIXON and WILLIAM B. BIDDLE,
Receivers of St. Louis and San Francisco Railroad.

(SEAL)

Attest:

(Sgd) H. O. Williams,
Secretary.

Witness to signatures for
Kans. Nat'l Gas. Co. (Sgd) C. E. Stewart,

(SEAL)

Attest:

(Sgd) F. H. Hamilton,

Secretary.

APPROVED

As to Form:

(Sgd) E. T. Miller,

Gen'l Attorney.

Property Interests:

R. E. & Tax Agt.

Operation:

(Sgd) J. E. Hutchison,

Gen'l Supt.

Engineering:

(Sgd) F. G. Jonah,

Chief Engineer.

For Execution:

Gen. Mgr.

By (Sgd) E. D. Levy,

(Sgd) R. S. Litchfield

Gen'l Manager.

By (Sgd) John M. Landon,

Receivers of Kansas Nat'l Gas Co.

St. Louis and San Francisco Railroad Company hereby
accepts the provisions of Section Eight of the above and foregoing
agreement.

ST. LOUIS AND SAN FRANCISCO RAILROAD COMPANY,

By (Sgd) A. Douglas,

Vice-President.

1575

Dated February 6, 1915

R. S. Litchfield & John M. Landon, Receivers of The Kansas Natural Gas Co.

and

Jas. W. Lusk, W. C. Brown, W. B. Biddle, Receivers
ST. LOUIS AND SAN FRANCISCO RAILROAD.

4383

Chief Engr.

2/23/15

F 1743

This Agreement, made in duplicate, this 15th day of April, 1915, by and between

James W. Lusk, William C. Nixon and William B. Biddle, RECEIVERS of the railroad and property OF ST. LOUIS AND SAN FRANCISCO RAILROAD COMPANY, acting herein as Receivers and not otherwise, parties of the first part, hereinafter designated "Receivers," and The Gas Company a corporation of the State of Kansas, hereinafter designated "Lessee," part of the second part, WITNESSETH:

That Receivers, in consideration of the covenants and agreements hereinafter contained, to be kept and performed by Lessee, and of the sums to be paid by Lessee, as hereinafter provided, hereby grant permission and authority to Lessee to excavate for, lay, construct, maintain, operate and repair a 12 inch gas pipe line under the right of way and tracks of the St. Louis and San Francisco Railroad, now being operated by Receivers, said proposed pipe line being described as follows:

To extend in a general northerly and southerly direction crossing under the main track J&C Branch, Carthage Subdivision, Kansas Division of Main Ry. Co. in the NW 1/4 Section 20, Township 34 South Range 25 East, Cherokee County, Kansas near Riverton at a point 1604.3 feet northerly, measured along the center line of said main track from its intersection with the west line of said Section 20, said point of crossing being 222.4 feet westerly from Mile post 343. 100 feet of said proposed pipe line will be located on right of way of said railway company;

For a more particular explanation of the location of the said pipe line reference is made to the blue print hereto attached and made a part hereof, upon which the location of said pipe line is shown on the line colored yellow.

This grant is made by Receivers, and accepted by Lessee upon and subject to the following conditions, viz.:

FIRST. As a condition precedent to the exercise by Lessee of the permission and authority herein granted, Lessee shall pay to Receivers, in advance, the sum of five dollars (\$5.00) for each crossing constructed under the track of Receivers by authority of the provisions of this agreement, plus a sum at the rate of fifty cents (50c) for each one hundred feet of right of way occupied by such pipe line in excess of the first one hundred feet.

SECOND. Lessee shall lay and maintain said pipe at a depth of not less than three feet below the base of the rails in said track, and shall do all work of excavating for, laying, constructing, maintaining, operating and repairing said pipe line in such a manner as not to interfere with or endanger the roadbed of said railroad, or any of its tracks as now or hereafter laid on said right of way, and at such times and in such manner as not to interfere with or endanger the operation of said railroad. Said pipe, when so required by Receivers, shall be encased with a steel or cast iron pipe, of the same strength as the main pipe, and with threaded or leaded joints, cemented ends and iron escape pipe, for the entire distance across said railroad company's property. All of the pipe of Lessee on said right of way shall be laid and maintained so that the top of said pipe shall be not less than three (3) feet below the surface of the ground of said right of way. Said pipe line shall not be constructed under the right of way and tracks of said railroad nearer than six (6) feet on a line perpendicularly distant from any rail joint in said track. In refilling the trench excavated for said pipe, that portion of same beneath the ties of said railroad tracks shall be firmly tamped so as to form a solid sub-grade. That portion of said trench on each side of said ties shall be refilled in a proper and workmanlike manner, and so as to leave no holes or obstructions therein, and so as to furnish and provide proper drainage.

THIRD. All of the work of excavating for, laying, constructing, maintaining, operating and repairing said pipe line under the right of way and tracks of said railroad shall be done by Lessee at Lessee's own expense, and under the direction and subject to the approval of the Roadmaster in charge of that portion of said line of railroad, and all expense for supervision, etc., shall be borne by Lessee. Said Roadmaster shall have full authority to direct the time and manner of doing the work, and may require Lessee to have the same done as he directs, and if Lessee fail or refuse to comply with his direction, said Roadmaster may stop the work altogether.

FOURTH. If at any time in the future, in the opinion of Receivers, it shall become necessary or advisable for the use of said right of way and railroad to remove said pipe line from under the right of way and tracks of said railroad, Lessee.... shall, upon thirty (30) days' written notice from Receivers, remove said pipe line from under said right of way and tracks of said railroad and restore the same to their present condition, all without cost or expense to Receivers. If Receivers shall in the future change the grade of the said right of way and tracks, Lessee.... shall thereupon reconstruct said pipe line, at Lessee.... sole expense, to comply with the requirements of this grant with respect to such new grade, or, at the option of Receivers, shall remove the same from under the right of way and tracks of said railroad, as above provided.

FIFTH. Lessee.... agree.... to indemnify and hold harmless Receivers and their successors, and said St. Louis & San Francisco Railroad Company, its successors, lessees, and assigns, from any and all expense and damage that they or it may sustain, or for which they or it may become liable to third parties, on account of excavating for, laying constructing, maintaining, operating and repairing said pipe line, and all costs and expenses that Receivers may be put to in defending against suits for damages claimed to have been sustained thereby; and Lessee.... shall promptly pay to Receivers, upon presentation of bill therefor, all and every kind of such damages, costs and expenses.

SIXTH. Lessee.... as a further consideration for the grant to itself hereunder, expressly agree.... to indemnify and save and hold harmless the Receivers and their successors and said St. Louis and San Francisco Railroad Company, its successors, lessees and assigns, from any and all damage to the pipes and all other property of the Lessee.... growing out of the laying, excavating for, constructing, maintaining, operating and repairing said pipe line...., whatsoever may be the cause of such damage.

SEVENTH. This agreement shall be binding upon the heirs, executors, administrators, successors, lessees and assigns of the part..... of the second part, and shall inure to the benefit of Receivers and their respective successors, and subject to the provisions of Section Eight hereof, to St. Louis and San Francisco Railroad Company and its successors, lessees and assigns.

EIGHT. The termination of the receivership of St. Louis and San Francisco Railroad shall ipso facto terminate this agreement in so far as the Receivers are concerned, and this contract shall thereupon continue as an agreement between St. Louis and San Francisco Railroad Company, as party of the first part, and Lessee...., as party of the second part; provided said St. Louis and San Francisco Railroad Company indorses hereon its acceptance of the provisions of this section hereof.

In Witness Whereof, the said parties have executed this contract in duplicate the day and year first above written.

JAMES W. LUSK, WILLIAM C. NIXON and WILLIAM B. BIDDLE,
Receivers of St. Louis and San Francisco Railroad.

By (Sgd) E.D. Levy,
General Manager,

(Seal)

Attest:

(Sgd) R.U. Russum,

(Seal) Secretary.

Attest:

(Sgd) F.H. Hamilton,

Secretary.

THE QUAPAW GAS COMPANY

By (Sgd) Alfred Diescher,
Vice-President.

St. Louis and San Francisco Railroad Company hereby
accepts the provisions of Section Eight of the above and foregoing
agreement.

ST. LOUIS AND SAN FRANCISCO RAILROAD COMPANY,

By (Sgd) A. Douglas,
Vice-President.

APPROVED as to:

Form:

(Sgd) E.T. Miller,

Gen'l Attorney.

Property Interests:

R. E. & Tax Agt.

Operations:

(Sgd) J.E. Hutchison,

Gen'l Supt.

Engineering:

(Sgd) F.G. Jonah,

Chief Engineer.

For Execution:

Gen. Mgr.

No. ~~1713~~
Dated April 15, 1915
The Okapaw Gas Co
and

ST. LOUIS AND SAN FRANCISCO RAILROAD,
JAS. W. LUSK, W. C. NIXON, W. B. BIDDLE, RECEIVERS.

~~1713~~
4508

Chief Engr.

6/1/15

Empire Dist Electric Co.



FRISCO LINES

Kansas Div., J & G Branch, Carthage Sub-div.
Print showing in Yellow, location of 12" Gas Pipe
Line Crossing desired by The Quapaw Gas Co.

at

RIVERTON, CHEROKEE CO., KANS.

D.E.O. 2nd Eng'r. Dist.

Springfield, Mo.

Scale: 1"=100'

3-10-15.

SPRING

F3311

WIRE CROSSING CONTRACT.

This Agreement, Made and entered into this 21st day of Sept 1916
 by and between Jas. W. Lusk, W. C. Nixon, W. F. Riddle, Receivers of property of
ST. LOUIS & SAN FRANCISCO RAILROAD COMPANY,
 a corporation of the State of Missouri, hereinafter called "Railroad Company", party of
 the first part and EMPIRE DISTRICT ELECTRIC COMPANY, a
corporation

of the State of
Kansas, hereinafter called "Licensee," party of the second part, WITNESSETH:

Whereas, Licensee is desirous of constructing and maintaining wires for the conduct of electric
 current across the right of way and under wires and
under tracks of Railroad Company at Mile Post H-342 plus 1936 feet
and Mile Post H-342 plus 2576 feet, near Riverton, Kansas

As a condition precedent to the exercise by Licensee of the permission
 and authority herein granted, Licensee shall pay to the Receivers, in
 advance, the sum of five (\$5.00) dollars to cover expense of preparation
 and handling of contract and supervision of construction of crossing
 herein referred to.

Now, Therefore, in consideration of the premises and of the sum of One Dollar (\$1.00) in hand paid
 by Licensee to Railroad Company, the receipt whereof is hereby acknowledged, Railroad Company hereby
 grants to Licensee permission to construct and maintain said wires across the right of way and under wires and under tracks of Railroad Com-
 pany at the point above designated, upon the following terms and conditions:

1. The construction and maintainance of said wires shall be done by licensee at its sole cost and expense
 and in a manner satisfactory to the Superintendent of Telegraph of Railroad Company, or Rail-
 road Company, if it so elects, may itself perform such work or any portion thereof, in which event the bills cover-
 ing the cost thereof shall be paid by licensee within fifteen (15) days after presentation thereof.
2. The crossing shall be constructed and maintained in accordance with the specifications hereto attached
 and made part hereof, marked "Exhibit A," identified by the signatures of Superintendent Telegraph
President of Licensee.
3. Licensee will at all times keep said wires in proper condition of maintenance and repair at its own ex-
 pense, and if at any time Licensee fails so to do Railroad Company may, after having given ten days
 notice to Licensee of its intention so to do, make such repairs as to it may appear necessary, the cost of which
 Licensee agrees to pay as above provided, or Railroad Company may, at its option, by reason of such failure
 of Licensee, take down and wholly remove said wires from Railroad Company's said right of way.

If said wires or any of them, as the same shall be constructed and maintained, shall at any time interfere with the operation of the Railroad of Railroad Company, or the telegraph or telephone wires, or any of them, constructed on Railroad Company's right of way, Licensee shall, at its own cost and expense, on notice from Railroad Company so to do, immediately raise or lower, change, alter, improve, repair or renew said wires, or any of them, in such manner as may be prescribed by the Superintendent of Telegraph of Railroad Company; or if the construction of said wires shall require any change or alteration in the location or arrangement of the telegraph or telephone wires aforesaid on said right of way, such change or alteration shall be made at the cost of Licensee either by Licensee or by Railroad Company, as Railroad Company may elect. If Licensee should fail to comply with any of the provisions of this paragraph Railroad Company shall have the option either to do said work at the expense of Licensee or to take down and wholly remove said wires from Railroad Company's right of way.

5. If Licensee shall at any time discontinue the use of said wires or any of them, for the purposes hereinbefore stated, Licensee shall at once, at its own expense remove the same from the right of way of Railroad Company and restore the premises to their former condition, and upon its failure so to do Railroad Company may make such removal and restoration at the cost and expense of Licensee, such cost and expense to be paid to Railroad Company by Licensee in the manner above provided.

6. If at any time Railroad Company shall desire to have the location of said poles and wires, or any of them, changed, Licensee shall, within ten (10) days after notice in writing given to it by Railroad Company, change the location of said poles and wires in accordance with said notice and without expense to Railroad Company, and upon its failure so to do Railroad Company may take down and wholly remove said poles and wires.

7. Said poles and wires shall be used for the sole purpose of conveying electric current at a potential not to exceedvolts for electric light purposes.

8. Licensee shall and will at all times hereafter indemnify, protect and save harmless Railroad Company, its successors, lessees and assigns from and against all loss, damage, costs, charges and expenses whatsoever which it may suffer, sustain or in any wise be subjected to, either on account of damage to property of Licensee or property in its custody, or injury to or death of any of the employes of Licensee, or others, or on account of damage to property of Railroad Company or property in its custody, or injury to or death of any of the employes or passengers of Railroad Company, or others, or loss or damage to the property of any other person or persons, corporation or corporations, arising out of, resulting from or in any manner caused by the construction, maintenance, use or removal of said poles and wires.

9. Railroad Company may terminate this license at any time on one months notice thereof in writing to Licensee, at the expiration of which time all privileges herein granted to Licensee shall at once wholly cease and determine, and Licensee shall, at its own expense, remove its wires from the right of way of Railroad Company; and in the event of its failure so to remove said wires within the time so specified, Railroad Company shall have the right to remove the same at the sole expense of Licensee, which expense Licensee hereby agrees to pay.

10. Licensee hereby accepts the license herein granted on the above specified terms and conditions.

~~If this contract be not terminated prior to the date said Receivers shall cease to operate and control the railroad and property of said St. Louis and San Francisco Railroad Company, it shall immediately terminate on said date as to said Receivers, and no claim, demand or cause of action shall accrue to Licensee by reason of such termination, and Licensee hereby forever releases said Receivers from all liability by reason of the termination of this contract upon the ground aforesaid. This contract, however, shall thereupon become and thereafter continue an agreement between said St. Louis and San Francisco Railroad Company, its successors or assigns, and Licensee, subject to all the terms and conditions herein contained; provided, said St. Louis and San Francisco Railroad Company shall endorse hereon its acceptance of the provisions of this paragraph.~~

By (Sgd) B. C. Adams, -Gen. Mgr.

The St. Louis and San Francisco Railroad Company accepts the provisions of the foregoing instrument.

(SEAL)

ST. LOUIS & SAN FRANCISCO RAILROAD COMPANY.

Attest:

By (Sgd) J. E. Hutchison, Gen. Supt.
(Sgd) A. Douglas, V. Pt.

(Sgd) L. O. Williams,

(Sgd) H. D. Teed, Supt. of Tel.

(Sgd) J. E. Hutchison, Asst. Secretary.
Gen. Supt.

(Sgd) F. G. Jonah, Chief Engr,

-SPECIFICATIONS-

ALL WORK SHALL BE SUBJECT TO THE INSPECTION AND APPROVAL OF THE SUPERINTENDENT OF TELEGRAPH OF THE RAILROAD COMPANY, AND HIS INTERPRETATIONS OF THE DRAWINGS AND SPECIFICATIONS, AND HIS DECISIONS AS TO THE QUANTITY AND QUALITY OF THE WORK, SHALL BE FINAL.

THE LICENSEE SHALL REMOVE ALL FALSE WORK, TIMBER AND RUBBISH INCIDENT TO HIS OPERATIONS AND LEAVE THE SITE UNOBSTRUCTED AND CLEAN.

THE LICENSEE SHALL BEAR THE COST OF ANY SUIT WHICH MAY ARISE AND SHALL PAY ALL DAMAGES WHICH MAY BE AWARDED IN CONSEQUENCE OF THE USE BY SAID LICENSEE OF ANY PATENTED DEVICE IN THE CONSTRUCTION OF ANY WORK UNDER THESE SPECIFICATIONS. THE LICENSEE SHALL ALSO OBTAIN ALL NECESSARY PERMITS.

THE DETAILS OF CONDUIT, CABLES AND MANHOLES ARE ENTIRELY AT THE OPTION OF THE LICENSEE.

THE TOP OF CONDUIT CONSTRUCTIONS SHALL BE AT LEAST ~~30 inches~~ BELOW THE TOP OF RAIL. THE TOP OF THE CONDUIT CONSTRUCTION SHALL ALSO BE AT LEAST TWO (2) FEET UNDER THE SURFACE AT THE LOWEST POINT OF CROSSING OF THE RAILROAD RIGHT-OF-WAY.

THE MANHOLES SHALL BE LOCATED OUTSIDE THE LIMITS OF THE RAILROAD COMPANY'S RIGHT-OF-WAY. IN CASE THE WIRES OF THE LICENSEE ARE TO BE BROUGHT TO POLE LINE ON BOTH SIDES OF RIGHT-OF-WAY, THE END POLES OF THIS POLE LINE AND MANHOLES SHALL BE AT SUCH A DISTANCE FROM THE RIGHT-OF-WAY OF THE RAILROAD COMPANY THAT THE POLES CAN BE PROPERLY GUYED WITHOUT ENCROACHING ON THE RIGHT-OF-WAY OF THE RAILROAD COMPANY.

THE RAILROAD COMPANY WILL FURNISH, AT THE SOLE COST AND EXPENSE OF THE LICENSEE, ALL NECESSARY LABOR AND MATERIALS TO SUPPORT ITS TRACKS AND PROTECT ITS TRAFFIC DURING THE INSTALLATION OF THE CONDUIT AND CABLES.

THE ENTIRE WORK SHALL BE DONE UNDER THE SUPERVISION OF THE SUPERINTENDENT OF TELEGRAPH OF THE RAILROAD COMPANY AND HE SHALL HAVE JURISDICTION AS TO THE TIME, METHOD OF PROCEDURE, DEPTH OF CONDUIT BELOW THE SURFACE OF THE RAIL, AND ANY AND ALL OTHER DETAILS IN THE CONSTRUCTION OF THE CROSSING.

Jas. W. Lusk, W. C. Nixon, W. B. Biddle, Receivers of property of ST. LOUIS & SAN FRANCISCO RAILROAD COMPANY

Approved

(Sgd) H. H. Brown,
Supt.

(SEAL)

Attest:
W. H. Hoag, Secty.

By (Sgd) H. D. Teed,

EMPIRE DISTRICT ELECTRIC COMPANY

(Sgd) B. C. Adams,

By Gen. Mgr.

F 5174

THIS AGREEMENT, made and entered into this 25 day of October, A. D., 1907, by and between the ST. LOUIS AND SAN FRANCISCO RAILROAD COMPANY, a corporation, hereinafter referred to as the "Railroad Company", party of the first part, and the SPRING RIVER POWER COMPANY, a corporation, hereinafter referred to as the "Power Company", party of the second part,

WITNESSETH:-

WHEREAS, the Railroad Company owns and operates a line of railroad extending into and through the town of Peacock, in the County of Cherokee, State of Kansas; and

WHEREAS, the Power Company desires to obtain from the Railroad Company the right to construct and maintain its wire cable over and across the right of way and tracks of the Railroad Company at or near said town of Peacock, in said county and state, said point of crossing being more particularly described as follows:-

Beginning at a point on the north right of way line of the Railroad Company, which point is fifteen hundred (1500) feet easterly, measured along said north right of way line, from the intersection of said north right of way line with the west line of Section thirteen (13), Township thirty-three (33) South, Range twenty-five (25) East, in said County of Cherokee, State of Kansas; thence in a southerly direction and at right angles to said north right of way line, across the right of way and tracks of the Railroad Company, to a point on the south right of way line of the Railroad Company;

and,

WHEREAS, the Railroad Company is willing to grant unto the Power Company the right to construct and maintain the wire cable of the Power Company over and across the right of way and tracks of the Railroad Company at the point above described, upon the terms and conditions hereinafter set forth;

NOW, THEREFORE, in consideration of the premises, and of the sum of ONE (\$1.00) DOLLAR paid by the Power Company to the Railroad Company, the receipt of which is hereby acknowledged, and of the covenants and promises hereinafter contained to be kept and performed by the Power Company, it is agreed by and between the parties hereto as follows:-

FIRST:- The Railroad Company hereby grants unto the Power Company the right to construct and maintain the wire cable of the Power Company over and across the right of way and tracks of the Railroad Company at the point above described.

SECOND:- The said wire cable shall be placed and maintained at all times over said right of way and tracks in a good and substantial manner, and so as not to interfere with or endanger the operation of the railroad of the Railroad Company, and with good and sufficient supports to prevent said wire cable from sagging over said right of way, which supports shall not be placed nearer than six (6) feet to any track of the Railroad Company. The work of constructing said wire cable over and across said right of way and tracks shall be done under the supervision and subject to the approval of the Roadmaster of the Railroad Company in charge of that portion of its road.

THIRD:- Said wire cable shall at all times be kept and maintained over said railroad tracks and right of way at a height at all points of at least twenty-three (23) feet above the top of said railroad tracks, and at least five (5) feet above all wires of the railroad company.

FOURTH:- The Power Company shall construct guard wires in a manner designated by the Superintendent of Telegraph of the Railroad Company, and subject to the approval of the Roadmaster of the Railroad Company in charge of that portion of its road, in order to thoroughly protect the telegraph and telephone wires along said right of way from all danger of contact with the wire cable of the Power Company.

FIFTH:- If said wire cable, as the same shall be constructed and maintained, shall at any time interfere with the operation of the railroad of the Railroad Company, or its telegraph or telephone wires, or any of them, the Power Company shall, at its own cost and expense, on notice from the Railroad Company, immediately raise or lower, change, alter, improve, repair or renew the same in such manner as may be prescribed by the Roadmaster of the Railroad Company in charge

of that part of its road; and if the Power Company shall fail so to do for five (5) days after the receipt of such notice by it, the Railroad Company shall have the right to raise or lower said wire cable, or make such changes, alterations, improvements, repairs or renewals, as it may deem necessary, the cost and expense of which shall be paid by the Power Company to the Railroad Company within fifteen (15) days after the rendition of bills therefor.

SIXTH:- If the Power Company shall at any time abandon the wire cable covered by this agreement, the Power Company shall at once remove the same and restore the premises to their former condition, at its own cost and expense; and upon its failure so to do, the Railroad Company may make such removal and restoration at the cost and expense of the Power Company, which cost and expense the Power Company agrees to pay to the Frisco Company within fifteen (15) days after the rendition of bills therefor.

SEVENTH:- The Power Company shall and will, at all times hereafter, indemnify and save harmless the Railroad Company, its successors and assigns, from and against all loss, damage, costs, charges and expenses whatsoever which it may suffer, sustain or in any wise be subjected to, either on account of damage to property of the Power Company, or property in its custody, or injuries to or death of any of the employes of the Power Company, or on account of damage to property of the Railroad Company, or property in its custody, or injuries to or death of any of the employes or passengers of the Railroad Company, or loss or damage to the property of any other person or persons, corporation or corporations, arising out of, resulting from, or in any manner caused by the construction, maintenance, presence and use of said wire cable.

EIGHTH:- Said wire cable shall be for the sole purpose of the Power Company, and this agreement shall not be assigned by the Power Company without the written consent of the Railroad Company being first had and obtained.

NINTH:- Either party hereto may terminate this agreement at any time after giving to the other party thirty (30) days' notice in writing of its intention so to do; and at, or before, the termination of said thirty (30) days, the Power Company shall, without causing damage of any kind to the property of the Railroad Company, and at its own cost and expense, remove said wire cable from the premises of the Railroad Company; and upon its failure so to do within said time, the Railroad Company may make such removal and restoration at the cost and expense of the Power Company, which cost and expense the Power Company agrees to pay to the Railroad Company within fifteen (15) days after the rendition of bills therefor.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed, in duplicate, by their respective duly authorized officers, and their respective corporate seals to be hereto affixed, attested by their respective Secretaries, the day and year first above written.

ST. LOUIS AND SAN FRANCISCO RAILROAD COMPANY,

By

C. E. Lay
Second Vice President.

Its

Attest:-

Myron
Secretary.

SPRING RIVER POWER COMPANY,

By

Francis W. Farwell
President

Its

Attest:-

Samuel Brown
Secretary.

Approved as to form -

W. F. Evans
General Attorney.

F-6957-01

OCT 5 1910
SENIOR VICE PRES'T.
ST. LOUIS, MO.

OCT 10 1910
SENIOR VICE PRES'T.
ST. LOUIS, MO.

THIS AGREEMENT, executed intriplicate, this 11th day of October, A. D. 1910, by and between THE KANSAS CITY, FORT SCOTT AND MEMPHIS RAILWAY COMPANY, a corporation organized and existing under the laws of the State of Kansas, and ST. LOUIS AND SAN FRANCISCO RAILROAD COMPANY, a corporation, organized and existing under the laws of the State of Missouri, and doing business under authority of law in the State of Kansas, parties of the first part, and Milan R. Bump, of New York City, in the state of New York, party of the second part;

W I T N E S S E T H, That

WHEREAS, the parties hereto executed an agreement of lease, dated October 2nd, 1909, by which the parties of the first part leased to the party of the second part, the following described strip of ground, situate in Cherokee County, State of Kansas, to-wit:-

A strip of land Twenty (20) feet in width and approximately One Thousand Seventy one (1071) feet in length, measured Westerly from the low water mark on the east bank of Spring River, and lying immediately south of the north right of way line of The Kansas City, Fort Scott and Memphis Railway Company, in the northwest quarter of Section Twenty (20), Township Thirty four (34), Range Twenty-five (25);

and

WHEREAS, the parties of the first part desire to construct, maintain and operate a track across said strip of ground at the location hereinafter described;

NOW, THEREFORE, in consideration of the sum of One Dollar (\$1.00), paid by the parties of the first part to the party of the second part, the receipt of which is hereby acknowledged, it is agreed by and between the parties hereto, that the parties of the first part, either severally or jointly, shall have the right, and the right is hereby granted by the party of the second part to the parties of the first part, to construct, maintain and

operate a railroad track across the strip of land hereinbefore described, which track shall run in a general northwesterly and southeasterly direction across said strip of land, and the place where the same shall cross said strip of land shall be at the following described location, to-wit:

Northwesterly from the main track of the parties of the first part, and between points upon said main track Sixteen hundred (1600) feet and eighteen hundred (1800) feet distant in an easterly direction, measured along the center line of said main track from the intersection of said main track with the west line of Section Twenty (20), Township Thirty Four (34) South, Range Twenty-five (25) East, Cherokee County, Kansas; said point of crossing shall be in the northwest quarter of said Section Twenty (20).

IN WITNESS WHEREOF, the parties hereto have executed this instrument, in triplicate, the first parties by their officers thereunto duly authorized, and the second party personally, the day and year first aforesaid.

THE KANSAS CITY, FORT SCOTT AND MEMPHIS
RAILWAY COMPANY,

BY

C. A. Lay

Vice President.

ATTEST:

J. H. Hamilton
Ass't Secretary.

ST. LOUIS AND SAN FRANCISCO RAILROAD
COMPANY,

BY

C. A. Lay

Vice President.

ATTEST:

J. H. Hamilton
Secretary.

Witness to Signature Mr. Bump

David A. Hoag

Mr. Bump

APPROVED

As to Form:

E. J. Miller
Gen'l Attorney.

Gen'l Attorney.

Property Interests

R. E. & Tax Agt.

Operation

Gen'l Supt.

Engineering

Chief Engineer.

For Execution

Vice-Prest. & Gen. Mgr.

From Affidavit
A.S.

F 6959 -02

THIS AGREEMENT, entered into, in duplicate, this 21 day of June, 1932, between ST. LOUIS-SAN FRANCISCO RAILWAY COMPANY, a Missouri corporation, hereinafter called "Frisco Company", party of the first part, and THE EMPIRE DISTRICT ELECTRIC COMPANY, a Kansas corporation, hereinafter called "Empire Company", party of the second part; WITNESSETH:

RECITALS:

A certain agreement in writing bearing date October 2, 1909, was entered into between The Kansas City, Fort Scott and Memphis Railway Company and St. Louis and San Francisco Railroad Company, as parties of the first part, and one Milan R. Bump, of New York City, in the State of New York, as party of the second part, whereby said Railroad Companies, parties of the first part, leased to said Milan R. Bump, for the term of fifty (50) years from the date of said agreement, and for the purposes and upon the terms and conditions in said agreement set forth, the following described premises situate in the County of Cherokee, and State of Kansas, to-wit:

A strip of land twenty (20) feet in width and approximately one thousand seventy-one (1071) feet in length, measured westerly from the low water mark on the east bank of Spring River, and lying immediately south of the north right of way line of The Kansas City, Fort Scott and Memphis Railway Company in the Northwest Quarter of Section Twenty (20), Township Thirty-four (34) South, Range Twenty-five (25) East.

A certain other agreement in writing bearing date October 11, 1910, was entered into between said The Kansas City, Fort Scott and Memphis Railway Company and St. Louis and San Francisco Railroad Company, as parties of the first part, and said Milan R. Bump, as party of the second part, whereby said Milan R. Bump granted to said Railroad Companies, parties of the first part, the right to construct, maintain and operate a railroad track across the strip of land so leased to said Milan R. Bump by said agreement of October 2, 1909, aforesaid, said track to run in a general northwesterly and southeasterly direction across said strip of land at the following described location:

PURCHASE BOND

Northwesterly from the main track of said parties of the first part, and between points upon said main track one thousand six hundred (1600) feet and one thousand eight hundred (1800) feet distant in an easterly direction, measured along the center line of said main track from the intersection of said main track with the west line of Section Twenty (20), Township Thirty-four (34) South, Range Twenty-five (25) East, Cherokee County, Kansas; said point of crossing being in the Northwest Quarter of said Section Twenty (20).

Frisco Company is the successor and assign, and has acquired and succeeded to the rights and interests, of said The Kansas City, Fort Scott and Memphis Railway Company and said St. Louis and San Francisco Railroad Company, under and pursuant to each of said agreements aforesaid, dated respectively October 2, 1909, and October 11, 1910.

Empire Company represents that it is the successor and assign, and has acquired and succeeded to the rights and interests, of said Milan R. Bump under and pursuant to said lease agreement aforesaid, dated October 2, 1909.

NOW, THEREFORE, in consideration of the premises, it is hereby mutually agreed between the parties hereto as follows:

1. Empire Company acknowledges that it is now in possession and enjoying the use of said strip of land so leased by said The Kansas City, Fort Scott and Memphis Railway Company and said St. Louis and San Francisco Railroad Company, predecessors in interest of Frisco Company, to said Milan R. Bump, predecessor in interest of Empire Company, by said agreement of October 2, 1909, aforesaid. Empire Company agrees that it will keep, carry out and perform, as and when the same should be kept, carried out and performed, each and every provision, condition, promise and obligation on the part of said Milan R. Bump to be kept, carried out and performed as in said agreement of October 2, 1909, provided, with like effect and to the same extent as though Empire Company had been a party to said agreement originally in lieu of said Milan R. Bump;

PROVIDED, HOWEVER, that, inasmuch as Empire Company has heretofore paid to Frisco Company rental at the rate reserved in said lease agreement of October 2, 1909, aforesaid, from the date of said lease agreement to October 1, 1932, but Empire Company did not enter upon and begin the use of said strip of land mentioned and described in said lease agreement until the year 1926, it is hereby mutually understood and agreed between the parties hereto that Empire Company shall not be required to pay rental for the use of said strip of land during the remainder of the term of said lease agreement from and after October 1, 1932.

2. It is expressly understood and agreed that the exercise by Empire Company, as the successor in interest of said Milan R. Bump, of the rights granted to said Milan R. Bump by said lease agreement of October 2, 1909, aforesaid, in respect of said strip of land thereby leased to said Milan R. Bump, shall be subject to the right of the Frisco Company, as the successor in interest of The Kansas City, Fort Scott and Memphis Railway Company and St. Louis and San Francisco Railroad Company, to construct, maintain and operate a railroad track across said strip of land, granted to said last named companies by said Milan R. Bump by said agreement of October 11, 1910, aforesaid.

3. It is further understood and agreed that Empire Company shall have no right to assign or transfer said lease agreement of October 2, 1909, or any of its rights or interests thereunder, without the written consent of Frisco Company executed by its President or one of its Vice-Presidents.

4. This agreement shall take effect upon the date of its execution, and, subject to the above terms and conditions, shall be binding upon and inure to the benefit of the successors, lessees and assigns of the parties hereto, respectively.

IN WITNESS WHEREOF, the parties hereto have executed this agreement the day and year first above written.

ST. LOUIS-SAN FRANCISCO RAILWAY COMPANY,

By *H. L. Lamm*
Vice-President
Its _____

ATTEST:

A. W. Humphreys
Asst Secretary.

THE EMPIRE DISTRICT ELECTRIC COMPANY,

By *A. H. H. H.*
Vice Pres
Its _____

ATTEST:

A. H. H. H.
Secretary.

APPROVED AS TO FORM

H. P. Stewart

4/7/32 GENERAL ATTORNEY

W. W. Hopper
GENERAL MANAGER

APPROVED

[Signature]
[Illegible Title]

APPROVED

F. B. Jones
Chief Engineer.

[Signature]

ST. L.-S. F. RY. CO.
ST. LOUIS, MO.
JUL 16 1932
SECRETARY & TREASURER

705

F 69 59

THIS AGREEMENT OF LEASE, made and entered into this 2nd day of October, A. D. 1909, by and between THE KANSAS CITY, FORT SCOTT AND MEMPHIS RAILWAY COMPANY, a corporation organized under the laws of the State of Kansas, and the ST. LOUIS AND SAN FRANCISCO RAILROAD COMPANY, a corporation organized under the laws of the State of Missouri, parties of the first part, and MILAN R. BUMP, of New York City, in the State of New York, party of the second part.

W I T N E S S E T H :- That

The parties of the first part, for and in consideration of the payment of the rental hereinafter specified, have demised, leased and let unto the party of the second part, his heirs or assigns, the following described premises, situate in the County of Cherokee and State of Kansas, to-wit:-

RJD
A strip of land Twenty (20) feet in width and approximately One Thousand Seventy-one (1071) feet in length, measured Westerly from the low water mark on the East bank of Spring River, and lying immediately South of the North right of way line of The Kansas City, Fort Scott and Memphis Railway Company in the Northwest Quarter of Section Twenty (20), Township Thirty-four (34), Range Twenty-five (25).

TO HAVE AND TO HOLD the same unto the party of the second part, his heirs or assigns, for a term and period of Fifty (50) years from the date hereof.

In consideration of the demising and letting of the above described premises, the party of the second part agrees for himself, his heirs or assigns, to pay unto the parties of the first part the sum of Five Dollars (\$5.00) per year as rental, payable annually in advance.

It is agreed and understood that in the event the parties of the first part should be called upon to pay any taxes, assessments or charges growing out of the leasing of the premises aforesaid, the second party will promptly reimburse the first parties for any such expenditures.

It is further agreed and understood that the party of the second part, his heirs, devisees, assigns or lessees, shall release, ^{indemnify} and hold harmless the parties of the first part, their successors, assigns or lessees, against all claims, demands or causes of action for injury or death of the employees, or injury or destruction of the property of the party of the second part, his heirs, devisees, assigns or lessees, caused by the operation of engines, cars or trains upon the railroad track or tracks of the parties of the first part, their successors, assigns or lessees, opposite or in the vicinity of the said leased premises.

It is further agreed and understood that the premises herein described shall be used for the laying and maintenance of a pipeline and the party of the second part, his heirs or assigns, are hereby granted the right to lay a pipe or pipes upon or under the leased premises at such depth and in such manner as may be approved by the proper officials of the first parties for the purpose of conducting water to industries which the party of the second part, his heirs or assigns, may locate adjacent to or in the vicinity of said leased premises, and this Lease shall cover the right of the party of the second part, his heirs or assigns, to take water from Spring River in such quantities as his, or their, requirements may demand.

It is further agreed and understood that the parties of the first part, their successors, assigns or lessees, do not and shall not guarantee or warrant the enjoyment or possession of the leased premises, or the enjoyment or use of said water from Spring River, as against claims, demands or causes of action of any party or parties who may contest the right or authority of the parties of the first part to make this Lease, or the rights or authorities of the party of the second part, his heirs, devisees, assigns or lessees under this Lease.

This instrument and all of the terms and provisions hereof shall bind and inure to the benefit of the successors, assigns, heirs, devisees or lessees of the parties hereto, whether hereinbefore enumerated or not.

IN WITNESS WHEREOF, the parties of the first part have caused these presents to be executed by their Presidents, their corporate seals to be hereunto affixed, attested by their Secretaries, and the party of the second part has hereunto set his hand and seal, the day and year first above written; in duplicate.

THE KANSAS CITY, FORT SCOTT AND MEMPHIS
RAILWAY COMPANY.

BY C. R. Gray
VICE President.

ATTEST:-

J. H. Hamilton
Ass't Secretary.

ST. LOUIS AND SAN FRANCISCO RAILROAD COMPANY,

BY C. R. Gray
VICE President.

ATTEST:-

J. H. Hamilton
Secretary.

Melvin R. Bump (SEAL)

City of St. Louis,)
) ss.
State of Missouri.)

BE IT REMEMBERED that on this 2nd day of October
A. D. 1909, before me, Walter L. Worley, a Notary Public
in and for said City and State, came C. R. Gray,
who is to me personally known, and is known by me to be the ^{Vice} President
of The Kansas City, Fort Scott and Memphis Railway Company, party to
the foregoing instrument, and said C. R. Gray - duly
acknowledged to me that he executed said instrument on behalf of the
said The Kansas City, Fort Scott and Memphis Railway Company by auth-
ority of its Board of Directors.

IN WITNESS WHEREOF, I have hereunto subscribed my name and
affixed my seal on the day and year last above written.

My Commission expires November 22, 1911.

Walter L. Worley
Notary Public.

City of St. Louis,)
) ss.
State of Missouri.)

BE IT REMEMBERED that on this 2nd day of October
A. D. 1909, before me, Kate L. Worley, a Notary Public
in and for said City and State, came C. R. Gray,
who is to me personally known, and is known by me to be the ^{Vice} President
of the St. Louis and San Francisco Railroad Company, party to the
foregoing instrument, and said C. R. Gray duly
acknowledged to me that he executed said instrument on behalf of the
said St. Louis and San Francisco Railroad Company by authority of
its Board of Directors.

IN WITNESS WHEREOF, I have hereunto subscribed my name and
affixed my seal on the day and year last above written.

My Commission expires November 22, 1911.

Kate L. Worley
Notary Public.

State of Missouri)
County of Jasper) ss.

BE IT REMEMBERED that on this 5th day of October
A. D. 1909, before me, Walter B. Valentine, a Notary Public
in and for the State of Missouri, County of Jasper
and State aforesaid, came Milan R. Bump, who is personally known to
me to be the person who executed the foregoing instrument, and duly
acknowledged the execution of the same.

IN WITNESS WHEREOF, I have hereunto subscribed my name and
affixed my notarial seal on the day and year last above written.

My Commission expires January 29, 1913.

Walter B. Valentine
Notary Public.

WIRE CROSSING CONTRACT.

This Agreement, Made and entered into this 12th day of May 1911

by and between THE ST. LOUIS AND SAN FRANCISCO RAILROAD COMPANY,
a corporation of the State of Missouri, hereinafter called "Railroad Company", party of
the first part and THE EMPIRE DISTRICT ELECTRIC COMPANY, a
corporation

of _____ State of _____
Missouri and Kansas, hereinafter called "Licensee," party of the second part, WITNESSETH:

Whereas, Licensee is desirous of constructing and maintaining wires for the conduct of electric
current across the right of way and _____ wires and _____
tracks of Railroad Company at Mile pole H-340 plus 2441 feet,
near Galena, Kansas.

as shown in plan and elevation on drawing hereto attached and made a part hereof, marked "Exhibit B," identified by signatures of the _____ of Railroad Company and _____ of Licensee;

Now, Therefore, in consideration of the premises and of the sum of One Dollar (\$1.00) in hand paid by Licensee to Railroad Company, the receipt whereof is hereby acknowledged, Railroad Company hereby grants to Licensee permission to construct and maintain said wires across the right of way and _____ tracks of Railroad Company at the point above designated, upon the following terms and conditions:

1. The construction and maintainance of said wires shall be done by licensee at its sole cost and expense and in a manner satisfactory to the Superintendent of Telegraph of Railroad Company, or Railroad Company, if it so elects, may itself perform such work or any portion thereof, in which event the bills covering the cost thereof shall be paid by licensee within fifteen (15) days after presentation thereof.

2. The crossing shall be constructed and maintained in accordance with the specifications hereto attached and made part hereof, marked "Exhibit A," identified by the signatures of Supt. of Telegraph of Railroad Company and _____ of Licensee.

3. Licensee will at all times keep said wires in proper condition of maintenance and repair at its own expense, and if at any time Licensee fails so to do Railroad Company may, after having given thirty (30) days notice to Licensee of its intention so to do, make such repairs as to it may appear necessary, the cost of which Licensee agrees to pay as above provided, or Railroad Company may, at its option, by reason of such failure of Licensee, take down and wholly remove said wires from Railroad Company's said right of way.

4. If said wires or any of them, as the same shall be constructed and maintained, shall at any time interfere with the operation of the Railroad of Railroad Company, or the telegraph or telephone wires, or any of them, constructed on Railroad Company's right of way, Licensee shall, at its own cost and expense, on notice from Railroad Company so to do, immediately raise or lower, change, alter, improve, repair or renew said wires, or any of them, in such manner as may be prescribed by the Superintendent of Telegraph of Railroad Company; or if the construction of said wires shall require any change or alteration in the location or arrangement of the telegraph or telephone wires aforesaid on said right of way, such change or alteration shall be made at the cost of Licensee either by Licensee or by Railroad Company, as Railroad Company may elect. If Licensee should fail to comply with any of the provisions of this paragraph Railroad Company shall have the option either to do said work at the expense of Licensee or to take down and wholly remove said wires from Railroad Company's right of way.

5. If Licensee shall at any time discontinue the use of said wires or any of them, for the purposes hereinbefore stated, Licensee shall at once, at its own expense remove the same from the right of way of Railroad Company and restore the premises to their former condition, and upon its failure so to do Railroad Company may make such removal and restoration at the cost and expense of Licensee, such cost and expense to be paid to Railroad Company by Licensee in the manner above provided.

6. If at any time Railroad Company shall desire to have the location of said poles and wires, or any of them, changed, Licensee shall, within ten (10) days after notice in writing given to it by Railroad Company, change the location of said poles and wires in accordance with said notice and without expense to Railroad Company, and upon its failure so to do Railroad Company may take down and wholly remove said poles and wires.

7. Said poles and wires shall be used for the sole purpose of conveying electric current at a potential not to exceed 2300 volts for electric light purposes.

8. Licensee shall and will at all times hereafter indemnify, protect and save harmless Railroad Company, its successors, lessees and assigns from and against all loss, damage, costs, charges and expenses whatsoever which it may suffer, sustain or in any wise be subjected to, either on account of damage to property of Licensee or property in its custody, or injury to or death of any of the employes of Licensee, or others, or on account of damage to property of Railroad Company or property in its custody, or injury to or death of any of the employes or passengers of Railroad Company, or others, or loss or damage to the property of any other person or persons, corporation or corporations, arising out of, resulting from or in any manner caused by the construction, maintenance, use or removal of said poles and wires.

9. Railroad Company may terminate this license at any time on one (1) month's ~~months~~ notice thereof in writing to Licensee, at the expiration of which time all privileges herein granted to Licensee shall at once wholly cease and determine, and Licensee shall, at its own expense, remove its wires from the right of way of Railroad Company; and in the event of its failure so to remove said wires within the time so specified, Railroad Company shall have the right to remove the same at the sole expense of Licensee, which expense Licensee hereby agrees to pay.

10. Licensee hereby accepts the license herein granted on the above specified terms and conditions.

In Testimony Whereof, the parties hereto have caused this instrument to be duly executed as of the day and year first hereinabove written.

ST. LOUIS AND SAN FRANCISCO RAILROAD COMPANY

By W. D. J. J.

GENERAL MANAGER

Attest: [Signature]

Secretary.

THE EMPIRE DISTRICT ELECTRIC COMPANY

By [Signature]

ATTEST [Signature]

Secretary



APPROVED
As to Form

[Signature]
Gen'l Attorney

Property Interests
[Signature]
R. E. [Signature]

Operation
[Signature]
Gen'l Supt.

Engineering
[Signature]
Chief Engineer

For Execution
[Signature]
Vice President & Gen. Mgr.

N



15

14



St. L. & S.F. R.R.

Proposed Crossing

St. L. and S.F. R.R. Co.

Empire District Electric Co.

2-28-11

Joplin Mo.

Sec. 14 & 15 Twp. 34S R. 25E.

3-#4 Copper

1-#6 Iron Ground Wire

7300 volts

SPECIFICATIONS

All work shall be subject to the inspection and approval of the Superintendent of Telegraph of the Railroad Company, and his interpretations of the specifications and his decisions as to the quantity and quality of the work, shall be final.

The Licensee shall remove all false work, timber and rubbish and shall pay all damages which may be awarded in consequence of the use by said Licensee of any patented device, in the construction of any work under these specifications. The Licensee shall also obtain all necessary permits.

The poles and other structures supporting the crossing span shall be self-supporting or so guyed as to be in effect self-supporting. The Licensee's line wires shall not be considered as guys in above sense. The poles next to the poles of crossing span, and supporting the adjacent spans, shall be guyed toward the crossing span so that it will be impossible for line strains to be transmitted to the supports of the crossing span. The poles supporting the crossing span and the two adjacent spans shall be as nearly as possible in a straight line.

The crossing poles are to be of good, heavy white cedar, not less than six-inch tops, not less than thirty-five (35) feet in length, placed in the ground a depth of not less than five and one-half (5-1/2) feet, and placed not closer than fifty (50) nor farther than one hundred twenty-five (125) feet from the center of the track.

In all cases, the transmission wires shall be dead-ended by means of strain insulators, and transmission wires so clamped to the strain insulator that it would be impossible for the wire to slip, or, in other words, spans are to maintain their individuality.

All insulators on structures supporting the crossing span and adjacent spans shall be of the strain type and shall be tested to at least twice the working voltage of the power or transmission lines.

The minimum clearance at lowest point of wires of span over the top of the rail of the Railroad Company shall be twenty-

#2

five (25) feet and above any existing wire of the Railroad Company along its right of way shall be seven (7) feet, such clearance to be obtained under the maximum deflection due to loads and temperature.

The entire work shall be done under the supervision of the Superintendent of Telegraph of the Railroad Company, and he shall have jurisdiction as to the time, method of procedure and any and all details in the construction of the crossing.

The workmanship of the various classes of construction involved shall conform to the requirements of the National Board of Fire Underwriters' Code.

ST. LOUIS AND SAN FRANCISCO RAILROAD COMPANY

By.....*H. D. Leed*.....

THE EMPIRE DISTRICT ELECTRIC COMPANY

By.....*W. Taylor*.....

W. Taylor

F 9090

Form MVS

This Agreement, made in duplicate, this 14th day of December 1911, by and between

ST. LOUIS AND SAN FRANCISCO RAILROAD COMPANY,

a corporation of the State of Missouri, hereinafter called "Railroad Company," party of the first part, and
THE EMPIRE DISTRICT ELECTRIC COMPANY a corporation of the State of Kansas, hereinafter
called "Lessee," part y of the second part, WITNESSETH:

That Railroad Company, in consideration of the covenants and agreements hereinafter contained to be kept
and performed by Lessee, hereby grants permission and authority to Lessee to excavate for, lay, construct,
maintain, operate and repair a seven inch steam pipe line under the right of way
and tracks of Railroad Company at a point 2388 feet west of mile post H-343, or at a
point 1848.1 feet measured in a northeasterly direction along center line
main track from its intersection with the west line of Section twenty (20)
Township thirty-four (34) south, Range twenty-five (25) east, Cherokee
County Kansas/

~~For a more particular explanation of the location of said pipe line reference is made to the blue print hereto
attached and made a part hereof, upon which the location of said pipe line is shown by the line colored yellow.~~

This grant is made by Railroad Company, and accepted by Lessee, upon and subject to the following conditions, viz:

FIRST. Lessee shall lay and maintain said pipe at a depth of not less than three feet below the
base of the rails in Railroad Company's said track, and shall do all work of excavating for, laying, constructing,
maintaining, operating and repairing said pipe line in such a manner as not to interfere with or endanger the roadbed
of Railroad Company, or any of its tracks as now or hereafter laid on said right of way, and at such times and in such
manner as not to interfere with or endanger the operation of Railroad Company's said railroad by its employees. Said
pipe to be encased with a steel or cast iron pipe, of the same strength as the Main pipe and with threaded or leaded
joints, cemented ends and iron escape pipe, for the entire distance across Railroad Company's property. All the
pipe of Lessee on said right of way shall be laid and maintained so that the top of said pipe shall be not less than
three feet (3') below the surface of the ground of said right of way.

SECOND. All of the work of excavating for, laying, constructing, maintaining, operating and repairing said
pipe line under the right of way and tracks of Railroad Company shall be done by Lessee at Lessee's own ex-
pense, and under the direction and subject to the approval of the Roadmaster of Railroad Company in charge of that
portion of its line of railroad, and all expense for supervision, etc., shall be borne by Lessee. Said Roadmaster
shall have full authority to direct the time and manner of doing the work, and may require Lessee to have the
same done as he directs, and if Lessee fail s or refuse s to comply with his directions said Roadmaster may
stop the work altogether.

THIRD. If at any time in the future, in the opinion of Railroad Company, it shall become necessary or advisable, for the use of its right of way and railroad, to remove said pipe line from under the right of way and tracks of Railroad Company, Lessee.....shall, upon thirty (30) days written notice from Railroad Company, remove said pipe line from under said right of way and tracks of Railroad Company, and restore the same to their present condition, all without cost or expense to Railroad Company. If Railroad Company shall in the future change the grade of its right of way and tracks, Lessee..... shall thereupon reconstruct said pipe line at Lessee.....sole expense to comply with the requirements of this grant with respect to such new grade, or, at the option of Railroad Company, shall remove the same from under the right of way and tracks of Railroad Company, as above provided.

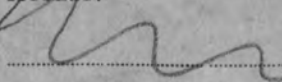
FOURTH. Lessee..... agrees to indemnify and hold harmless Railroad Company, its successors, lessees and assigns from any and all expense and damage that it may sustain, or for which it may become liable to third parties, on account of excavating for, laying, constructing, maintaining, operating and repairing said pipe line, and all costs and expenses that Railroad Company may be put up to in defending against suits for damages claimed to have been sustained thereby; and Lessee.....shall promptly pay to Railroad Company, upon presentation of bill therefor, all and every kind of such damages, costs and expenses.

FIFTH. Subject to the above and foregoing provisions this contract shall inure to the benefit of and be binding upon the successors, lessees, assigns, heirs, executors and administrators of the parties hereto, and each of them respectively.

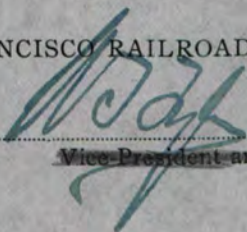
In Witness Whereof, the said parties have executed this contract, in duplicate, the day and year first above written.

ST. LOUIS AND SAN FRANCISCO RAILROAD COMPANY,

ATTEST:


.....
Secretary.

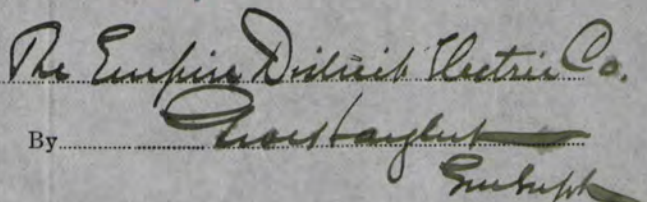
By


.....
Vice-President and General Manager.

ATTEST:

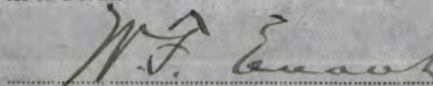

.....
Secretary.

By


.....
The Empire District Electric Co.
Secretary

APPROVED

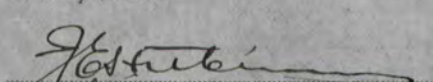
As to Form:


.....
Gen'l Counsel.

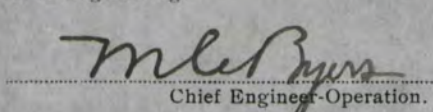
As to Property Interests:


.....
R. E. & Tax Agt.

As to Operation:


.....
Gen'l Supt.

As to Engineering:


.....
Chief Engineer-Operation.

**EXHIBIT NOT
IN FILE**

WIRE CROSSING CONTRACT.

F10135

This Agreement, Made and entered into this 12th day of apl 1912
 by and between St. Louis and San Francisco Railroad Company,
 a corporation of the State of Missouri, hereinafter called "Railroad Company", party of
 the first part and Empire District Electric Company, a
 corporation

of _____ State of _____
Kansas, hereinafter called "Licensee," party of the second part, WITNESSETH:

Whereas, Licensee is desirous of constructing and maintaining ~~wires for the conduct of electric~~
~~XXXXXX~~ a guy wire across the right of way and over wires and
over tracks of Railroad Company at Mile Post H-343 plus
3872 feet near Reservoir, Kansas
Riverton

~~as shown in plan and elevation on drawing hereto attached and made a part hereof, marked "Exhibit B," iden-~~
~~tified by signatures of the _____ of Railroad Company and~~
~~_____ of Licensee;~~

Now, Therefore, in consideration of the premises and of the sum of One Dollar (\$1.00) in hand paid
 by Licensee to Railroad Company, the receipt whereof is hereby acknowledged, Railroad Company hereby
 grants to Licensee permission to construct and maintain said wires across the right of way and
over wires and over tracks of Railroad Com-
 pany at the point above designated, upon the following terms and conditions:

1. The construction and maintainance of said wires shall be done by licensee at its sole cost and expense
 and in a manner satisfactory to the Superintendent of Telegraph of Railroad Company, or Rail-
 road Company, if it so elects, may itself perform such work or any portion thereof, in which event the bills cover-
 ing the cost thereof shall be paid by licensee within fifteen (15) days after presentation thereof.

2. ~~The crossing shall be constructed and maintained in accordance with the specifications hereto attached~~
~~and made part hereof, marked "Exhibit A," identified by the signatures of _____~~
~~of Railroad Company and _____ of Licensee.~~

3. Licensee will at all times keep said wires in proper condition of maintenance and repair at its own ex-
 pense, and if at any time Licensee fails so to do Railroad Company may, after having given ten days
 notice to Licensee of its intention so to do, make such repairs as to it may appear necessary, the cost of which
 Licensee agrees to pay as above provided, or Railroad Company may, at its option, by reason of such failure
 of Licensee, take down and wholly remove said wires from Railroad Company's said right of way.

4. If said wires ~~or any of them~~, as the same shall be constructed and maintained, shall at any time interfere with the operation of the Railroad of Railroad Company, or the telegraph or telephone wires, or any of them, constructed on Railroad Company's right of way, Licensee shall, at its own cost and expense, on notice from Railroad Company so to do, immediately raise or lower, change, alter, improve, repair or renew said wires, ~~or any of them~~, in such manner as may be prescribed by the Superintendent of Telegraph of Railroad Company; or if the construction of said wires shall require any change or alteration in the location or arrangement of the telegraph or telephone wires aforesaid on said right of way, such change or alteration shall be made at the cost of Licensee either by Licensee or by Railroad Company, as Railroad Company may elect. If Licensee should fail to comply with any of the provisions of this paragraph Railroad Company shall have the option either to do said work at the expense of Licensee or to take down and wholly remove said wires from Railroad Company's right of way.

5. If Licensee shall at any time discontinue the use of said wires ~~or any of them~~, for the purposes hereinbefore stated, Licensee shall at once, at its own expense remove the same from the right of way of Railroad Company and restore the premises to their former condition, and upon its failure so to do Railroad Company may make such removal and restoration at the cost and expense of Licensee, such cost and expense to be paid to Railroad Company by Licensee in the manner above provided.

6. If at any time Railroad Company shall desire to have the location of said poles and wires, ~~or any of them~~, changed, Licensee shall, within ten (10) days after notice in writing given to it by Railroad Company, change the location of said poles and wires in accordance with said notice and without expense to Railroad Company, and upon its failure so to do Railroad Company may take down and wholly remove said poles and wires.

7. ~~Said poles and wires shall be used for the sole purpose of conveying electric current at a potential not to exceed~~ volts for ~~purposes.~~

8. Licensee shall and will at all times hereafter indemnify, protect and save harmless Railroad Company, its successors, lessees and assigns from and against all loss, damage, costs, charges and expenses whatsoever which it may suffer, sustain or in any wise be subjected to, either on account of damage to property of Licensee or property in its custody, or injury to or death of any of the employes of Licensee, or others, or on account of damage to property of Railroad Company or property in its custody, or injury to or death of any of the employes or passengers of Railroad Company, or others, or loss or damage to the property of any other person or persons, corporation or corporations, arising out of, resulting from or in any manner caused by the construction, maintenance, use or removal of said poles and wires.

9. Railroad Company may terminate this license at any time on one months notice thereof in writing to Licensee, at the expiration of which time all privileges herein granted to Licensee shall at once wholly cease and determine, and Licensee shall, at its own expense, remove its wires from the right of way of Railroad Company; and in the event of its failure so to remove said wires within the time so specified, Railroad Company shall have the right to remove the same at the sole expense of Licensee, which expense Licensee hereby agrees to pay.

10. Licensee hereby accepts the license herein granted on the above specified terms and conditions.

In Testimony Whereof, the parties hereto have caused this instrument to be duly executed as of the day and year first hereinabove written.

St. Louis and San Francisco Railroad Company

By

W. D. 21
GENERAL MANAGER

Attest:

B. E. Murray
a, Secretary

Empire District Electric Company

By

W. H. Taylor
Gen. Supt.

APPROVED

As to Form:

[Signature]
Gen'l Attorney.

Property Interests

[Signature]

Operation

[Signature]

Gen'l Supt.

Engineering

[Signature]

Chief Engineer.

For Execution

[Signature]
Gen. Mgr.



This Agreement, made in duplicate, this 6th day of February, 1915, by and between

James W. L^{ick}, William C. Nixon and William B. Biddle, RECEIVERS of the railroad and property OF ST. LOUIS AND SAN FRANCISCO RAILROAD COMPANY, acting herein as Receivers and not otherwise, parties of the first part, hereinafter designated "Receivers," and R.S. Litchfield and John M. Landon Receivers of
The Kansas Natural Gas Company
 hereinafter designated "Lessee," part of the second part, WITNESSETH:

That Receivers, in consideration of the covenants and agreements hereinafter contained, to be kept and performed by Lessee, and of the sums to be paid by Lessee, as hereinafter provided, hereby grant permission and authority to Lessee to excavate for, lay, construct, maintain, operate and repair a 3 inch gas pipe line under the right of way and tracks of the St. Louis and San Francisco Railroad, now being operated by Receivers, said proposed pipe line being described as follows:

To extend in a general north and south direction, crossing under
the main track Bartterville Branch, Carthage Subdivision, Kansas
Division of said Railway Company, in the NE¹/₄ of Section 15, Township
34 South, Range 25 East, Cherokee County, Kansas near Galena, at a point
130 feet southwesterly measured along the center line of said main
track from its intersection with the east line of said Section 15,
Said point of crossing being 1263 feet southwesterly from Mile Post 340
52 feet of said proposed pipe line will be located on right of way
of said Railway Company.

For a more particular explanation of the location of the said pipe
line, reference is made to the blue print hereto attached and made a
part hereof, upon which the location of said pipe line is shown on
the line colored yellow"

This grant is made by Receivers, and accepted by Lessee upon and subject to the following conditions, viz.:

FIRST. As a condition precedent to the exercise by Lessee of the permission and authority herein granted, Lessee shall pay to Receivers, in advance, the sum of five dollars (\$5.00) for each crossing constructed under the track of Receivers by authority of the provisions of this agreement, plus a sum at the rate of fifty cents (50c) for each one hundred feet of right of way occupied by such pipe line in excess of the first one hundred feet.

SECOND. Lessee shall lay and maintain said pipe at a depth of not less than three feet below the base of the rails in said track, and shall do all work of excavating for, laying, constructing, maintaining, operating and repairing said pipe line in such a manner as not to interfere with or endanger the roadbed of said railroad, or any of its tracks as now or hereafter laid on said right of way, and at such times and in such manner as not to interfere with or endanger the operation of said railroad. Said pipe, when so required by Receivers, shall be encased with a steel or cast iron pipe, of the same strength as the main pipe, and with threaded or leaded joints, cemented ends and iron escape pipe, for the entire distance across said railroad company's property. All of the pipe of Lessee on said right of way shall be laid and maintained so that the top of said pipe shall be not less than three (3) feet below the surface of the ground of said right of way. Said pipe line shall not be constructed under the right of way and tracks of said railroad nearer than six (6) feet on a line perpendicularly distant from any rail joint in said track. In refilling the trench excavated for said pipe, that portion of same beneath the ties of said railroad tracks shall be firmly tamped so as to form a solid sub-grade. That portion of said trench on each side of said ties shall be refilled in a proper and workmanlike manner, and so as to leave no holes or obstructions therein, and so as to furnish and provide proper drainage.

THIRD. All of the work of excavating for, laying, constructing, maintaining, operating and repairing said pipe line under the right of way and tracks of said railroad shall be done by Lessee at Lessee's own expense, and under the direction and subject to the approval of the Roadmaster in charge of that portion of said line of railroad, and all expense for supervision, etc., shall be borne by Lessee. Said Roadmaster shall have full authority to direct the time and manner of doing the work, and may require Lessee to have the same done as he directs, and if Lessee fail or refuse to comply with his direction, said Roadmaster may stop the work altogether.

FOURTH. If at any time in the future, in the opinion of Receivers, it shall become necessary or advisable for the use of said right of way and railroad to remove said pipe line from under the right of way and tracks of said railroad, Lessee.... shall, upon thirty (30) days' written notice from Receivers, remove said pipe line from under said right of way and tracks of said railroad and restore the same to their present condition, all without cost or expense to Receivers. If Receivers shall in the future change the grade of the said right of way and tracks, Lessee.... shall thereupon reconstruct said pipe line, at Lessee.... sole expense, to comply with the requirements of this grant with respect to such new grade, or, at the option of Receivers, shall remove the same from under the right of way and tracks of said railroad, as above provided.

FIFTH. Lessee.... agree.... to indemnify and hold harmless Receivers and their successors, and said St. Louis & San Francisco Railroad Company, its successors, lessees, and assigns, from any and all expense and damage that they or it may sustain, or for which they or it may become liable to third parties, on account of excavating for, laying constructing, maintaining, operating and repairing said pipe line, and all costs and expenses that Receivers may be put to in defending against suits for damages claimed to have been sustained thereby; and Lessee.... shall promptly pay to Receivers, upon presentation of bill therefor, all and every kind of such damages, costs and expenses.

SIXTH. Lessee.... as a further consideration for the grant to..... themselves hereunder, expressly agree.... to indemnify and save and hold harmless the Receivers and their successors and said St. Louis and San Francisco Railroad Company, its successors, lessees and assigns, from any and all damage to the pipes and all other property of the Lessee.... growing out of the laying, excavating for, constructing, maintaining, operating and repairing said pipe line...., whatsoever may be the cause of such damage.

SEVENTH. This agreement shall be binding upon the heirs, executors, administrators, successors, lessees and assigns of the part..... of the second part, and shall inure to the benefit of Receivers and their respective successors, and subject to the provisions of Section Eight hereof, to St. Louis and San Francisco Railroad Company and its successors, lessees and assigns.

EIGHT. The termination of the receivership of St. Louis and San Francisco Railroad shall ipso facto terminate this agreement in so far as the Receivers are concerned, and this contract shall thereupon continue as an agreement between St. Louis and San Francisco Railroad Company, as party of the first part, and Lessee...., as party of the second part; provided said St. Louis and San Francisco Railroad Company indorses hereon its acceptance of the provisions of this section hereof.

In Witness Whereof, the said parties have executed this contract in duplicate the day and year first above written.

JAMES W. LUSK, WILLIAM C. NIXON and WILLIAM B. BIDDLE,
Receivers of St. Louis and San Francisco Railroad.

Attest: *[Signature]* Witness to Signatures
for James W. Lusk
Secretary *[Signature]*

By *[Signature]*
GENERAL MANAGER
[Signature]
JOHN M. KANDON

St. Louis and San Francisco Railroad Company hereby
accepts the provisions of Section Eight of the above and foregoing
agreement.

ST. LOUIS AND SAN FRANCISCO RAILROAD COMPANY,

By *[Signature]* Vice-President.

APPROVED Secretary.

As to Form: *[Signature]*
Gen'l Attorney.

Property Interests: R. E. & Tax Agt.

Operation: *[Signature]*
Gen'l Supt.

Engineering: *[Signature]*
Chief Engineer.

For Execution: *[Signature]*
Gen. Mgr.

ATTEST: *[Signature]*
SECRETARY.

HOO SIER



FRISCO LINES.

Kansas DIV. Carthage SUB. DIV.

PRINT SHOWING in yellow Location of
3" Gas Pipe Line Crossing desired by The Kansas
Natural Gas Co. near Galena, Cherokee Co., Kans.

DIST. ENGINEER'S OFFICE, SECOND ENGINEERING DIST. SPRINGFIELD, MO.

SCALE 1"=200' DATE 1-5-15.

F 12524 1076-1 307-13

This Agreement, made in duplicate, this 15th day of April, 1915, by and between

James W. Ask, William C. Nixon and William B. Biddle, RECEIVERS of the railroad and property OF ST. LOUIS AND SAN FRANCISCO RAILROAD COMPANY, acting herein as Receivers and not otherwise, parties of the first part, hereinafter designated "Receivers," and The Quapaw Gas Company a corporation of the State of Delaware, hereinafter designated "Lessee," part of the second part, WITNESSETH:

That Receivers, in consideration of the covenants and agreements hereinafter contained, to be kept and performed by Lessee, and of the sums to be paid by Lessee, as hereinafter provided, hereby grant permission and authority to Lessee to excavate for, lay, construct, maintain, operate and repair a 12 inch gas pipe line under the right of way and tracks of the St. Louis and San Francisco Railroad, now being operated by Receivers, said proposed pipe line being described as follows:

To extend in a general northwesterly and southeasterly direction crossing under the main track J&G Branch, Carthage Subdivision, Kansas Division of said Ry. Co. in the NW 1/4 of Section 20, Township 34 South Range 25 East, Cherokee County, Kansas near Riverton at a point 1804.4 feet northeasterly, measured along the center line of said main track from its intersection with the west line of said Section 20, said point of crossing being 2322.4 feet westerly from Mile post 343. 100 feet of said proposed pipe line will be located on right of way of said railway company.

For a more particular explanation of the location of the said pipe line reference is made to the blue print hereto attached and made a part hereof, upon which the location of said pipe line is shown on the line colored yellow.

This grant is made by Receivers, and accepted by Lessee upon and subject to the following conditions, viz.:

FIRST. As a condition precedent to the exercise by Lessee of the permission and authority herein granted, Lessee shall pay to Receivers, in advance, the sum of five dollars (\$5.00) for each crossing constructed under the track of Receivers by authority of the provisions of this agreement, plus a sum at the rate of fifty cents (50c) for each one hundred feet of right of way occupied by such pipe line in excess of the first one hundred feet.

SECOND. Lessee shall lay and maintain said pipe at a depth of not less than three feet below the base of the rails in said track, and shall do all work of excavating for, laying, constructing, maintaining, operating and repairing said pipe line in such a manner as not to interfere with or endanger the roadbed of said railroad, or any of its tracks as now or hereafter laid on said right of way, and at such times and in such manner as not to interfere with or endanger the operation of said railroad. Said pipe, when so required by Receivers, shall be encased with a steel or cast iron pipe, of the same strength as the main pipe, and with threaded or leaded joints, cemented ends and iron escape pipe, for the entire distance across said railroad company's property. All of the pipe of Lessee on said right of way shall be laid and maintained so that the top of said pipe shall be not less than three (3) feet below the surface of the ground of said right of way. Said pipe line shall not be constructed under the right of way and tracks of said railroad nearer than six (6) feet on a line perpendicularly distant from any rail joint in said track. In refilling the trench excavated for said pipe, that portion of same beneath the ties of said railroad tracks shall be firmly tamped so as to form a solid sub-grade. That portion of said trench on each side of said ties shall be refilled in a proper and workmanlike manner, and so as to leave no holes or obstructions therein, and so as to furnish and provide proper drainage.

THIRD. All of the work of excavating for, laying, constructing, maintaining, operating and repairing said pipe line under the right of way and tracks of said railroad shall be done by Lessee at Lessee's own expense, and under the direction and subject to the approval of the Roadmaster in charge of that portion of said line of railroad, and all expense for supervision, etc., shall be borne by Lessee. Said Roadmaster shall have full authority to direct the time and manner of doing the work, and may require Lessee to have the same done as he directs, and if Lessee fail or refuse to comply with his direction, said Roadmaster may stop the work altogether.

FOURTH. If at any time in the future, in the opinion of Receivers, it shall become necessary or advisable for the use of said right of way and railroad to remove said pipe line from under the right of way and tracks of said railroad, Lessee.... shall, upon thirty (30) days' written notice from Receivers, remove said pipe line from under said right of way and tracks of said railroad and restore the same to their present condition, all without cost or expense to Receivers. If Receivers shall in the future change the grade of the said right of way and tracks, Lessee.... shall thereupon reconstruct said pipe line, at Lessee.... sole expense, to comply with the requirements of this grant with respect to such new grade, or, at the option of Receivers, shall remove the same from under the right of way and tracks of said railroad, as above provided.

FIFTH. Lessee.... agree.... to indemnify and hold harmless Receivers and their successors, and said St. Louis & San Francisco Railroad Company, its successors, lessees, and assigns, from any and all expense and damage that they or it may sustain, or for which they or it may become liable to third parties, on account of excavating for, laying constructing, maintaining, operating and repairing said pipe line, and all costs and expenses that Receivers may be put to in defending against suits for damages claimed to have been sustained thereby; and Lessee.... shall promptly pay to Receivers, upon presentation of bill therefor, all and every kind of such damages, costs and expenses.

SIXTH. Lessee.... as a further consideration for the grant to itself hereunder, expressly agree.... to indemnify and save and hold harmless the Receivers and their successors and said St. Louis and San Francisco Railroad Company, its successors, lessees and assigns, from any and all damage to the pipes and all other property of the Lessee.... growing out of the laying, excavating for, constructing, maintaining, operating and repairing said pipe line...., whatsoever may be the cause of such damage.

SEVENTH. This agreement shall be binding upon the heirs, executors, administrators, successors, lessees and assigns of the part..... of the second part, and shall inure to the benefit of Receivers and their respective successors, and subject to the provisions of Section Eight hereof, to St. Louis and San Francisco Railroad Company and its successors, lessees and assigns.

EIGHT. The termination of the receivership of St. Louis and San Francisco Railroad shall ipso facto terminate this agreement in so far as the Receivers are concerned, and this contract shall thereupon continue as an agreement between St. Louis and San Francisco Railroad Company, as party of the first part, and Lessee...., as party of the second part; provided said St. Louis and San Francisco Railroad Company indorses hereon its acceptance of the provisions of this section hereof.

In Witness Whereof, the said parties have executed this contract in duplicate the day and year first above written.

JAMES W. LUSK, WILLIAM C. NIXON and WILLIAM B. BIDDLE,
Receivers of St. Louis and San Francisco Railroad.

By

GENERAL MANAGER

Attest:

Secretary.

THE QUAPAW GAS COMPANY,

By

VICE PRESIDENT.

St. Louis and San Francisco Railroad Company hereby
accepts the provisions of Section Eight of the above and foregoing
agreement.

ST. LOUIS AND SAN FRANCISCO RAILROAD COMPANY,

By

Vice-President.

Form:

Gen'l Attorney.

Property Interests:

R. E. & Tax Agt.

Operation:

Gen'l Supt.

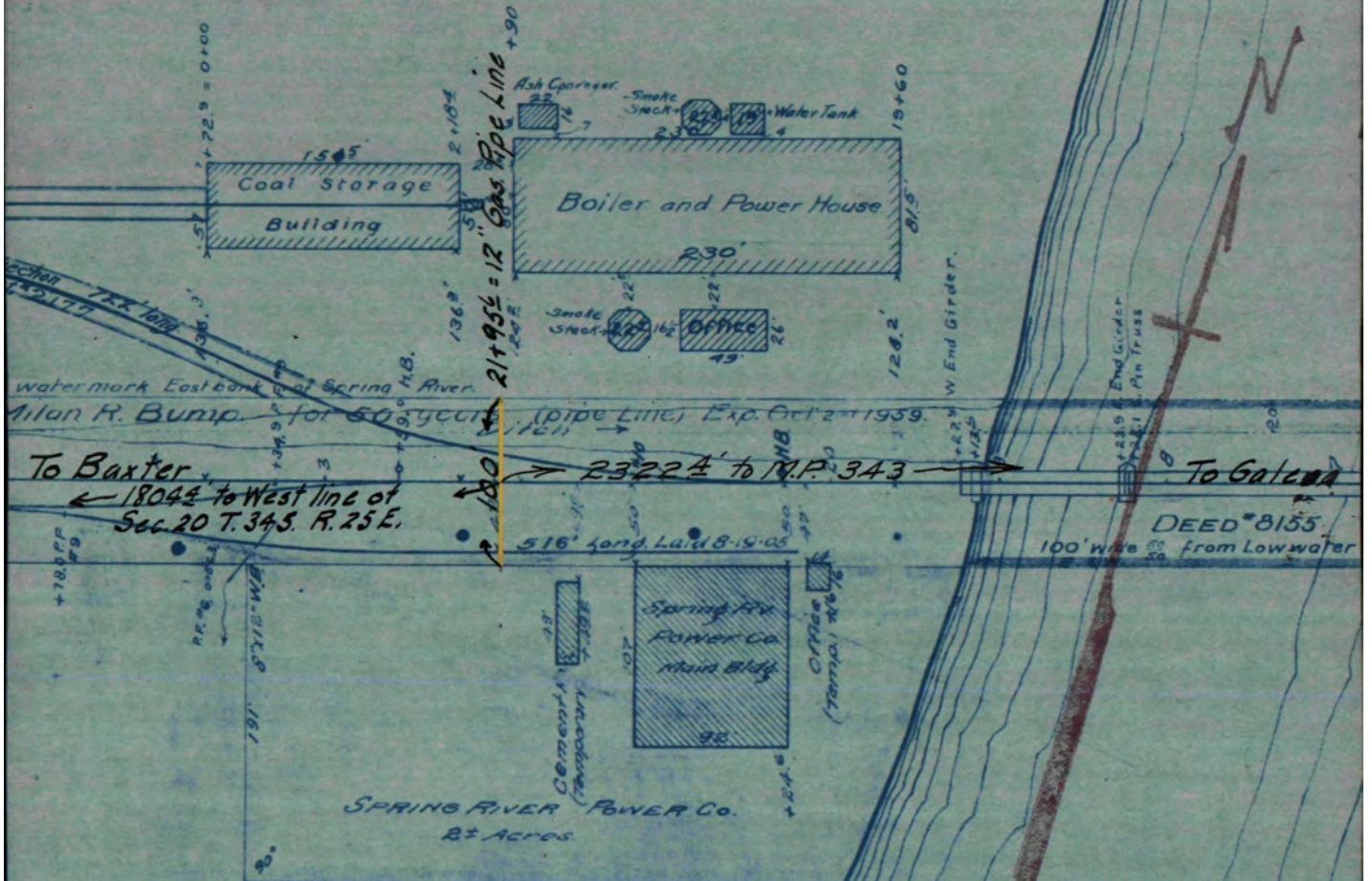
Engineering:

Chief Engineer.

For Execution:

Gen. Mgr.

Empire Dist Electric Co.



Mary S. Wright.

FRISCO LINES.

Kansas DIV. U. & G. Br. Carthage SUB. DIV.
 PRINT SHOWING in yellow, location of 12" Gas
 Pipe Line Crossing desired by The Quapaw
 Gas Co. at Riverton, Cherokee Co. Kans.

DIST ENGINEER'S OFFICE, SECOND ENGINEERING DIST. SPRINGFIELD, MO.

SCALE 1"=100' DATE 3-10-15.

SPRING

F 14062

THIS AGREEMENT, made and entered into this 30
day of September, 1916, by and between JAMES W. LUSK,
WILLIAM C. NIXON and WILLIAM B. BIDDLE, Receivers of the Rail-
road and Property of St. Louis and San Francisco Railroad Com-
pany, acting herein as Receivers, and not otherwise, herein-
after referred to as the "Receivers," parties of the first
part, and EMPIRE DISTRICT ELECTRIC COMPANY, a corporation of
the State of Kansas, hereinafter referred to
as the "Licensee," party of the second part;

W I T N E S S E T H :

WHEREAS, the Receivers are in charge of and operating
the lines of railroad of St. Louis and San Francisco Railroad
Company, including a bridge over Spring River, near Riverton,
State of Kansas, and the Licensee desires the right and privi-
lege of constructing, maintaining and operating a 3' x 3' con-
crete flume underneath said bridge, and to rest the same upon
an old unused bridge pier under said bridge, which right and
privilege the Receivers are willing to grant upon the terms
and conditions hereinafter set forth.

A blue print is hereto attached and made a part hereof
showing the point at which said flume is to be located, the
unused bridge pier upon which said flume is to rest being
shown in black coloring.

NOW, THEREFORE, in consideration of the premises, and
of the covenants and agreements hereinafter contained, it is
agreed as follows:

1. The Receivers hereby grant unto the Licensee the right and privilege of constructing a 3' x 3' concrete flume, to be used for drainage purposes, under the bridge of the Receivers hereinabove mentioned, and to rest the same upon the old unused bridge pier under said bridge, hereinabove referred to, and to remove the top off of said unused pier for the purpose of accommodating said flume.

2. As a condition precedent to the exercise by the Licensee of the right and privilege herein granted, the Licensee shall pay to the Receivers, in advance, the sum of Five Dollars (\$5.00) for each crossing constructed under the bridge and on the premises of the Receivers under the provisions of this agreement, plus a sum at the rate of Fifty cents (\$.50) for each One Hundred (100) feet of right of way occupied by the flume of the Licensee in excess of the first One Hundred (100) feet.

3. All of the work of preparing said bridge pier for the accommodation of said flume, and all of the work of constructing and placing said flume on said pier and under the bridge of the Receivers, shall be done in a careful and workmanlike manner, and so as not to injure any part of the bridge of the Receivers or the piers upon which the same is resting, and so as not to interfere in any manner with the safe and convenient operation of the railroad of the Receivers over and across said bridge.

The Licensee shall give the Roadmaster of the Receivers in charge of that portion of their lines of railroad forty-eight (48) hours advance notice of the doing of any of the work

in the next preceding paragraph referred to, and all of the work done by the Licensee hereunder shall be under the supervision and subject to the approval of said Roadmaster.

The flume herein referred to shall be used by the Licensee for drainage purposes, and for no other purpose.

4. The Licensee shall indemnify, protect and save harmless the Receivers against all claims, demands, costs and damages for injury to or death of persons, or injury, loss or damage to property, which may be caused by any negligence or wrongful act of the Licensee, or of its officers or employees, in the construction, maintenance and use of said flume upon the premises of the Receivers, or which may be caused by any failure of the Licensee to comply with its obligations under this agreement.

5. If at any time in the future the Receivers, or their successors, or St. Louis and San Francisco Railroad Company, its successors and assigns, shall desire to lower their bridge so as to necessitate a change in the construction of said flume, the Licensee shall make such change at its own cost and expense, and shall release the Receivers, and their successors, and said St. Louis and San Francisco Railroad Company, its successors and assigns, from and against all claims for damage growing out of the making of such change; or, should the Receivers, or their successors, or said St. Louis and San Francisco Railroad Company, its successors and assigns, at any time desire that the Licensee remove its flume from underneath said bridge and off the premises of the Receivers, the Licensee shall make such removal at its own cost and expense, and shall not have or make any claim for

damages against the Receivers, or their successors, or said St.Louis and San Francisco Railroad Company, its successors and assigns, by reason thereof. If the Licensee shall fail for a period of ten (10) days after notice of the necessity for making a change in its flume, to make such change, or shall fail for a period of ten (10) days, after notice from the Receivers, to remove its flume from underneath said bridge and off the premises of the Receivers, the Receivers may make such change or removal, as the case may be, at the cost and expense of the Licensee, which cost and expense the Licensee agrees to pay to the Receivers, without becoming liable to the Licensee for any damage growing out of the making of such change or the removal of said flume.

6. If this agreement be not terminated prior to the day the Receivers shall cease to operate and control the railroad and property of said St.Louis and San Francisco Railroad Company, it shall immediately terminate on said day as to said Receivers, and no claim, demand or cause of action shall accrue to the Licensee by reason of such termination; and the Licensee hereby forever releases the Receivers from all liability by reason of the termination of this agreement upon the ground aforesaid. This agreement, however, shall thereupon become and thereafter continue an agreement between said St.Louis and San Francisco Railroad Company, its successors or assigns, and the Licensee, subject to all of the terms and conditions herein contained; provided said St.Louis and San Francisco Railroad Company shall endorse hereon its acceptance of the provisions of this section.

IN WITNESS WHEREOF, the Receivers have caused this instrument to be executed by their duly authorized representative, and the Licensee has caused the same to be executed by its duly authorized officers, the day and year first above written.

JAMES W. LUSK, WILLIAM C. NIXON
AND WILLIAM B. BIDDLE, Receivers
of the Railroad and Property of
St. Louis and San Francisco Rail-
road Company,

By

GENERAL MANAGER

EMPIRE DISTRICT ELECTRIC COMPANY,.

By

Its General Manager

Attest:

David D. Hoag
Secretary.

and By A. S. Wilson
Second Vice President

ST. LOUIS AND SAN FRANCISCO RAILROAD COMPANY hereby consents to and accepts the provisions of Section 6 of the above and foregoing agreement.

Dated this 24th day of November 1916.

ST. LOUIS AND SAN FRANCISCO RAILROAD
COMPANY,

By

A. S. Wilson
Its Vice-President.

Attest:

A. S. Wilson
Secretary.

APPROVED

As to Form: _____

Arthur E. Haid

ASST. GENERAL ATTORNEY

Property Interests

R. E. & Tax Agt.

Operation

John

Engineering

G. J. Houch

Chief Engineer.

For Execution

6

ST. LOUIS AND SAN FRANCISCO RAILROAD COMPANY
Gen. Mgr.

APPROVED:

H. H. Brown

Superintendent.

RECEIVED

RECEIVED

IFB

BA

MAINE DISTRICT ELECTRIC COMPANY

BA

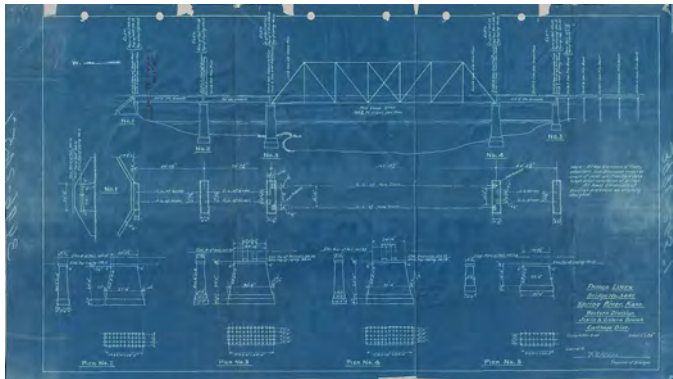
LOWE COMPANY
ST. LOUIS AND SAN FRANCISCO RAIL-
ROAD COMPANY
AND MILLER B. BIDDLE, RECEIPTS
JAMES A. TUCK, MILLER B. BIDDLE

RECEIVED OFFICE, THE ST. LOUIS AND SAN FRANCISCO RAILROAD COMPANY

AND THE RECEIPTS ARE ISSUED FOR THE SAME TO BE EXCHANGED FOR THE DATA

THESE RECEIPTS TO BE EXCHANGED FOR THE DATA RECEIPTS RECEIPTS

IN MILLER B. BIDDLE, THE RECEIPTS ARE ISSUED FOR THE



BNSF-CHEROKEE0666

WIRE CROSSING CONTRACT.

This Agreement, Made and entered into this 21st day of Sept 1916
Jas. W. Lusk, W. C. Nixon, W. B. Riddle, Receivers of property of
 by and between ST. LOUIS & SAN FRANCISCO RAILROAD COMPANY,
 a corporation of the State of Missouri, hereinafter called "Railroad Company", party of
 the first part and EMPIRE DISTRICT ELECTRIC COMPANY, a
 corporation

of the State of Kansas, hereinafter called "Licensee," party of the second part, WITNESSETH:

Whereas, Licensee is desirous of constructing and maintaining wires for the conduct of electric
 current across the right of way and under wires and
under tracks of Railroad Company at Mile Post H-342 plus 1936 feet
and Mile Post H-342 plus 2576 feet, near Riverton, Kansas.

As a condition precedent to the exercise by Licensee of the permission
 and authority herein granted, Licensee shall pay to the Receivers, in
 advance, the sum of Five (\$5.00) dollars to cover expense of preparation
 and handling of contract and supervision of construction of crossing
 herein referred to.

Now, Therefore, in consideration of the premises and of the sum of One Dollar (\$1.00) in hand paid
 by Licensee to Railroad Company, the receipt whereof is hereby acknowledged, Railroad Company hereby
 grants to Licensee permission to construct and maintain said wires across the right of way and
under wires and under tracks of Railroad Com-
 pany at the point above designated, upon the following terms and conditions:

1. The construction and maintenance of said wires shall be done by licensee at its sole cost and expense
 and in a manner satisfactory to the Superintendent of Telegraph of Railroad Company, or Rail-
 road Company, if it so elects, may itself perform such work or any portion thereof, in which event the bills cover-
 ing the cost thereof shall be paid by licensee within fifteen (15) days after presentation thereof.
2. The crossing shall be constructed and maintained in accordance with the specifications hereto attached
 and made part hereof, marked "Exhibit A," identified by the signatures of Superintendent Telegraph
President of Licensee.
3. Licensee will at all times keep said wires in proper condition of maintenance and repair at its own ex-
 pense, and if at any time Licensee fails so to do Railroad Company may, after having given ten days
 notice to Licensee of its intention so to do, make such repairs as to it may appear necessary, the cost of which
 Licensee agrees to pay as above provided, or Railroad Company may, at its option, by reason of such failure
 of Licensee, take down and wholly remove said wires from Railroad Company's said right of way.

4. If said wires or any of them, as the same shall be constructed and maintained, shall at any time interfere with the operation of the Railroad of Railroad Company, or the telegraph or telephone wires, or any of them, constructed on Railroad Company's right of way, Licensee shall, at its own cost and expense, on notice from Railroad Company so to do, immediately raise or lower, change, alter, improve, repair or renew said wires, or any of them, in such manner as may be prescribed by the Superintendent of telegraph of Railroad Company; or if the construction of said wires shall require any change or alteration in the location or arrangement of the telegraph or telephone wires aforesaid on said right of way, such change or alteration shall be made at the cost of Licensee either by Licensee or by Railroad Company, as Railroad Company may elect. If Licensee should fail to comply with any of the provisions of this paragraph Railroad Company shall have the option either to do said work at the expense of Licensee or to take down and wholly remove said wires from Railroad Company's right of way.

5. If Licensee shall at any time discontinue the use of said wires or any of them, for the purposes hereinbefore stated, Licensee shall at once, at its own expense remove the same from the right of way of Railroad Company and restore the premises to their former condition, and upon its failure so to do Railroad Company may make such removal and restoration at the cost and expense of Licensee, such cost and expense to be paid to Railroad Company by Licensee in the manner above provided.

6. If at any time Railroad Company shall desire to have the location of said poles and wires, or any of them, changed, Licensee shall, within ten (10) days after notice in writing given to it by Railroad Company, change the location of said poles and wires in accordance with said notice and without expense to Railroad Company, and upon its failure so to do Railroad Company may take down and wholly remove said poles and wires.

7. Said poles and wires shall be used for the sole purpose of conveying electric current at a potential not to exceedvolts for electric light purposes.

8. Licensee shall and will at all times hereafter indemnify, protect and save harmless Railroad Company, its successors, lessees and assigns from and against all loss, damage, costs, charges and expenses whatsoever which it may suffer, sustain or in any wise be subjected to, either on account of damage to property of Licensee or property in its custody, or injury to or death of any of the employes of Licensee, or others, or on account of damage to property of Railroad Company or property in its custody, or injury to or death of any of the employes or passengers of Railroad Company, or others, or loss or damage to the property of any other person or persons, corporation or corporations, arising out of, resulting from or in any manner caused by the construction, maintenance, use or removal of said poles and wires.

9. Railroad Company may terminate this license at any time on one months notice thereof in writing to Licensee, at the expiration of which time all privileges herein granted to Licensee shall at once wholly cease and determine, and Licensee shall, at its own expense, remove its wires from the right of way of Railroad Company; and in the event of its failure so to remove said wires within the time so specified, Railroad Company shall have the right to remove the same at the sole expense of Licensee, which expense Licensee hereby agrees to pay.

10. Licensee hereby accepts the license herein granted on the above specified terms and conditions.

~~If this contract be not terminated prior to the date said Receivers shall cease to operate and control the railroad and property of said St. Louis and San Francisco Railroad Company, it shall immediately terminate on said date as to said Receivers, and no claim, demand or cause of action shall accrue to Licensee by reason of such termination, and Licensee hereby forever releases said Receivers from all liability by reason of the termination of this contract upon the ground aforesaid. This contract, however, shall thereupon become and thereafter continue an agreement between said St. Louis and San Francisco Railroad Company, its successors or assigns, and Licensee, subject to all the terms and conditions herein contained; provided, said St. Louis and San Francisco~~
provis

In Testimony Whereof, the parties hereto have caused this instrument to be duly executed as of the day and year first hereinabove written.

Jas. W. Lusk, W. C. Nixon, W. B. Biddle, Receivers of property of
ST. LOUIS & SAN FRANCISCO RAILROAD COMPANY.

By _____

Cherry
GENERAL MANAGER

Attest:

EMPIRE DISTRICT ELECTRIC COMPANY

Adair
Secretary

BY _____

The St. Louis & San Francisco Railroad Company accepts the provisions of the foregoing instrument.

ST. LOUIS & SAN FRANCISCO RAILROAD COMPANY.

Attest:

BY _____

Mich
Asst Secretary

General Superintendent
GENERAL SUPERINTENDENT

Superintendent of Telegraph
SUPERINTENDENT OF TELEGRAPH

General Superintendent
GENERAL SUPERINTENDENT

-SPECIFICATIONS-

ALL WORK SHALL BE SUBJECT TO THE INSPECTION AND APPROVAL OF THE SUPERINTENDENT OF TELEGRAPH OF THE RAILROAD COMPANY, AND HIS INTERPRETATIONS OF THE DRAWINGS AND SPECIFICATIONS, AND HIS DECISIONS AS TO THE QUANTITY AND QUALITY OF THE WORK, SHALL BE FINAL.

THE LICENSEE SHALL REMOVE ALL FALSE WORK, TIMBER AND RUBBISH INCIDENT TO HIS OPERATIONS AND LEAVE THE SITE UNOBSTRUCTED AND CLEAN.

THE LICENSEE SHALL BEAR THE COST OF ANY SUIT WHICH MAY ARISE AND SHALL PAY ALL DAMAGES WHICH MAY BE AWARDED IN CONSEQUENCE OF THE USE BY SAID LICENSEE OF ANY PATENTED DEVICE IN THE CONSTRUCTION OF ANY WORK UNDER THESE SPECIFICATIONS. THE LICENSEE SHALL ALSO OBTAIN ALL NECESSARY PERMITS.

THE DETAILS OF CONDUIT, CABLES AND MANHOLES ARE ENTIRELY AT THE OPTION OF THE LICENSEE.

THE TOP OF CONDUIT CONSTRUCTIONS SHALL BE AT LEAST 30 inches BELOW THE TOP OF RAIL. THE TOP OF THE CONDUIT CONSTRUCTION SHALL ALSO BE AT LEAST TWO (2) FEET UNDER THE SURFACE AT THE LOWEST POINT OF CROSSING OF THE RAILROAD RIGHT-OF-WAY.

THE MANHOLES SHALL BE LOCATED OUTSIDE THE LIMITS OF THE RAILROAD COMPANY'S RIGHT-OF-WAY. IN CASE THE WIRES OF THE LICENSEE ARE TO BE BROUGHT TO POLE LINE ON BOTH SIDES OF RIGHT-OF-WAY, THE END POLES OF THIS POLE LINE AND MANHOLES SHALL BE AT SUCH A DISTANCE FROM THE RIGHT-OF-WAY OF THE RAILROAD COMPANY THAT THE POLES CAN BE PROPERLY GUYED WITHOUT ENCROACHING ON THE RIGHT-OF-WAY OF THE RAILROAD COMPANY.

THE RAILROAD COMPANY WILL FURNISH, AT THE SOLE COST AND EXPENSE OF THE LICENSEE, ALL NECESSARY LABOR AND MATERIALS TO SUPPORT ITS TRACKS AND PROTECT ITS TRAFFIC DURING THE INSTALLATION OF THE CONDUIT AND CABLES.

THE ENTIRE WORK SHALL BE DONE UNDER THE SUPERVISION OF THE SUPERINTENDENT OF TELEGRAPH OF THE RAILROAD COMPANY AND HE SHALL HAVE JURISDICTION AS TO THE TIME, METHOD OF PROCEDURE, DEPTH OF CONDUIT BELOW THE SURFACE OF THE RAIL, AND ANY AND ALL OTHER DETAILS IN THE CONSTRUCTION OF THE CROSSING.

Jas. W. Lusk, W. C. Nixon, W. B. Biddle, Receivers of property of

ST. LOUIS & SAN FRANCISCO RAILROAD COMPANY

By [Signature]

EMPIRE DISTRICT ELECTRIC COMPANY

Witness:

X B. C. [Signature]

Walter Wright Hoag
Secretary

Ben [Signature]

APPROVED
[Signature]
Superintendent

This Agreement, entered into this 1st day of Feb A. D. 1925,
 between ST. LOUIS-SAN FRANCISCO RAILWAY COMPANY, a corporation, hereinafter called "Railway
 Company," party of the first part, and School Board Riverton District No 5
Geo Mitchell, Director, R E Hoigkins, Clerk, A S Carnahan, Treasurer
 of Carl Junction, Mo., hereinafter called "Licensee," party of the second part,
 WITNESSETH:

That Railway Company, in consideration of the covenants and agreements hereinafter contained to be kept
 and performed by Licensee, and of the sums to be paid by Licensee as hereinafter provided, hereby grants permis-
 sion and authority to Licensee to excavate for, lay, construct, maintain, operate and repair a six inch
sewer pipe line under the right of way and tracks of Railway Company, in the County of Cherokee
 State of Kansas, located as follows:

To extend in a northerly and southerly direction for a distance
 of about 100 feet under the right of way and tracks of the St L - S F
 Ry at MP 343.80 in the northeast quarter of Section 19, Township 34
 south, Range 25 east, Cherokee County, Kansas, about 148 feet westerly
 from the east line of said Section 19.

The location of said pipe line is shown by the line colored yellow on the blue print attached hereto and made a
 part hereof.

This grant is made by Railway Company and accepted by Licensee upon and subject to the following condi-
 tions:

FIRST. As a condition precedent to the exercise by Licensee of the permission and authority herein granted,
 Licensee shall pay to Railway Company, in advance, the sum of ten dollars (\$10) for each crossing proposed to be
 constructed under the tracks of Railway Company by authority of the provisions of this agreement, plus a sum at the
 rate of one dollar (\$1.00) for each one hundred feet or fraction thereof of right of way to be occupied by such pipe
 line in excess of the first one hundred feet.

SECOND. Licensee shall lay and maintain said pipe at a depth of not less than three feet below
 the base of the rails in said tracks, and shall do all work of excavating for, laying, constructing, maintaining, operating
 and repairing said pipe line in such a manner as not to interfere with or endanger the roadbed of Railway Company,
 or any of its tracks as now or hereafter laid on said right of way, and at such times and in such manner as not to
 interfere with or endanger the operation of the railroad of Railway Company. Said pipe, when so required by Rail-
 way Company, shall be encased with a steel or cast iron pipe of the same strength as the main pipe, and with threaded
 or leaded joints, cemented ends and iron escape pipe, for the entire distance along and across Railway Company's
 property. All of the pipe of Licensee on said right of way shall be laid and maintained so that the top of said pipe
 shall be not less than three (3) feet below the surface of the ground of said right of way. Said pipe line shall not
 be constructed under the right of way and tracks of Railway Company nearer than six (6) feet on a line perpen-
 dicularly distant from any rail joint in said tracks. In refilling the trench excavated for said pipe, that portion of
 the same beneath the ties of said tracks shall be firmly tamped so as to form a solid sub-grade. That portion of said
 trench on each side of said ties shall be promptly refilled in a proper and workmanlike manner, and so as to leave no
 holes or obstructions therein, and so as to furnish and provide proper drainage.

THIRD. All of the work of excavating for, laying, constructing, maintaining, operating and repairing said
 pipe line under the right of way and tracks of Railway Company shall be done by Licensee, at Licensee's own expense,
 and under the direction and subject to the approval of the Roadmaster in charge of that portion of said line of Rail-
 way Company, and all expense for supervision, etc., shall be borne by Licensee. Said Roadmaster shall have full
 authority to direct the time and manner of doing the work, and may require Licensee to have the same done as he
 directs, and if Licensee fail or refuse to comply with his direction, said Roadmaster may stop the work altogether.

FOURTH. If Railway Company shall hereafter change the grade of said right of way and tracks, or either
 thereof, and shall not terminate this agreement on account thereof, Licensee shall thereupon reconstruct said pipe
 line, at Licensee's sole expense, to comply with the requirements of this grant with respect to such new grade. Upon
 any termination of this agreement, Licensee shall, within ten (10) days thereafter, remove said pipe line from under
 said right of way and tracks and restore the same to their present condition without cost or expense to Railway
 Company, and if Licensee shall fail so to do, Railway Company shall have the right to make such removal and restora-
 tion at the expense of Licensee, which expense shall include ten per cent (10%) to the cost of labor, and Licensee
 hereby agrees to promptly pay all of said expense.

FIFTH. Licensee agrees to indemnify and save harmless Railway Company from any and all loss, costs, damages and expenses that Railway Company may sustain, or for which Railway Company may become liable to third parties, including loss and destruction of or damage to property, and death of or injury to persons whether caused by negligence of Railway Company or otherwise, on account or by reason of excavating for, laying, constructing, maintaining, operating or repairing said pipe line, or that Railway Company may be put to in defending against suits for damages claimed to have been sustained thereby.

SIXTH. Licensee, as a further consideration for this grant, agrees to indemnify and save harmless Railway Company from any and all loss or destruction of or damage to said pipe line, and all other property of Licensee, growing out of the laying, excavating for, constructing, maintaining, operating or repairing said pipe line, whether caused by negligence of Railway Company or otherwise.

SEVENTH. Either party may terminate this agreement by giving to the other party thirty (30) days' written notice. No termination of this agreement shall release the Licensee from any liability or obligation that may have been incurred by or that may have accrued against Licensee hereunder during the term hereof.

EIGHTH. This agreement shall be binding upon and inure to the benefit of the respective heirs, executors, administrators, successors, lessees and assigns of the parties hereto; but Licensee shall not assign or transfer this agreement, or any of Licensee's rights hereunder, without first obtaining the written consent of Railway Company thereto.

IN WITNESS WHEREOF, the said parties have executed this agreement, in duplicate, the day and year first above written.

ST. LOUIS-SAN FRANCISCO RAILWAY COMPANY,
(Party of the first part)

ATTEST:

J. H. Wilson
Secretary.

By *J. H. Wilson*
General Manager.

ATTEST:

Secretary.

School Board, Riverton District No. 5
(Party of the second part)

OR
WITNESS:

By *Geo W Mitchell*
Title *Director*

Berrett C. Allen
Pierre Warner

R. E. Hodgkins
Clark
A S Carnahan
Treasurer

APPROVED
As to form:

E. J. Miller
3-6-23 Gen'l Attorney.

Property Interests:

Thorne
Land and Tax Commissioner.

Operation:

Superintendent.

Engineering:

Division Engineer.

G. H. French
Chief Engineer.

APPROVED

G. H. French
ASSISTANT GENERAL MANAGER

21416

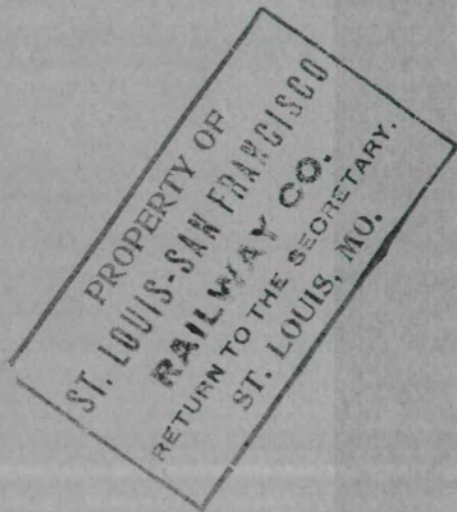
Dated, February 1, 1923.

School Board Riverton District No. 5
and

ST. LOUIS-SAN FRANCISCO RY. CO.

Contract
covering 6" sewer pipe
line crossing at M.P.
343.80 at Riverton, Kans.
Exp. on 30 days' notice ~~after~~

Copies to:
Comptroller
Chf. Engineer
Chf. Claim Agt.
Gen. Mgr.
Supt. Har. Div.
Oper. Dept. Acc'tl.
4/23/23.
B.C.P.



This Agreement, entered into this 30th day of June A. D. 1923,
between ST. LOUIS-SAN FRANCISCO RAILWAY COMPANY, a corporation, hereinafter called "Railway
Company," party of the first part, and Kansas Natural Gas Co., Corporation of State
of Delaware, hereinafter called "Licensee," party of the second part,
WITNESSETH:

That Railway Company, in consideration of the covenants and agreements hereinafter contained to be kept
and performed by Licensee, and of the sums to be paid by Licensee as hereinafter provided, hereby grants permis-
sion and authority to Licensee to excavate for, lay, construct, maintain, operate and repair a 10 inch
gas pipe line under the right of way and tracks of Railway Company, in the County of Cherokee
State of Kansas, located as follows:

Said pipe line is to enter the southerly right of way
line of the St Louis-San Francisco Railway Company opposite and
50 feet perpendicularly distant in a southerly direction from a
point in the center line of main track of said Railway Company 1074
feet northeasterly from the west line of Section 20, Township 34
south, Range 25 east, Cherokee County, Kansas, thence to extend
northwesterly 104 feet crossing under right of way and tracks of
said Railway at MP 343.575, thence continuing in a northwesterly
direction 97.5 feet to southerly right of way line of said Railway
Company's empty and load tracks serving the Empire District Elec-
tric Company thence continuing northwesterly 39 feet crossing
under right of way and said empty and load tracks, thence continuing
northwesterly 70 feet to the southerly right of way line of said
Railway Company's Empire District Electric Co Spur track; thence
northwesterly 30 feet crossing under right of way and aforesaid
Empire District Electric Company Spur track, 173 feet of above des-
cribed pipe line will lie under the right of way of said Railway Com-
any.

Approved:

H. R. Straight
Vice Pres., Kansas Natural Gas Co.

the base of the rails in said tracks, and shall do all work of excavating for, laying, constructing, maintaining, operating
and repairing said pipe line in such a manner as not to interfere with or endanger the roadbed of Railway Company,
or any of its tracks as now or hereafter laid on said right of way, and at such times and in such manner as not to
interfere with or endanger the operation of the railroad of Railway Company. Said pipe, when so required by Rail-
way Company, shall be encased with a steel or cast iron pipe of the same strength as the main pipe, and with threaded
or leaded joints, cemented ends and iron escape pipe, for the entire distance along and across Railway Company's
property. All of the pipe of Licensee on said right of way shall be laid and maintained so that the top of said pipe
shall be not less than three (3) feet below the surface of the ground of said right of way. Said pipe line shall not
be constructed under the right of way and tracks of Railway Company nearer than six (6) feet on a line perpen-
dicularly distant from any rail joint in said tracks. In refilling the trench excavated for said pipe, that portion of
the same beneath the ties of said tracks shall be firmly tamped so as to form a solid sub-grade. That portion of said
trench on each side of said ties shall be promptly refilled in a proper and workmanlike manner, and so as to leave no
holes or obstructions therein, and so as to furnish and provide proper drainage.

THIRD. All of the work of excavating for, laying, constructing, maintaining, operating and repairing said
pipe line under the right of way and tracks of Railway Company shall be done by Licensee, at Licensee's own expense,
and under the direction and subject to the approval of the Roadmaster in charge of that portion of said line of Rail-
way Company, and all expense for supervision, etc., shall be borne by Licensee. Said Roadmaster shall have full
authority to direct the time and manner of doing the work, and may require Licensee to have the same done as he
directs, and if Licensee fail or refuse to comply with his direction, said Roadmaster may stop the work altogether.

FOURTH. If Railway Company shall hereafter change the grade of said right of way and tracks, or either
thereof, and shall not terminate this agreement on account thereof, Licensee shall thereupon reconstruct said pipe
line, at Licensee's sole expense, to comply with the requirements of this grant with respect to such new grade. Upon
any termination of this agreement, Licensee shall, within ten (10) days thereafter, remove said pipe line from under
said right of way and tracks and restore the same to their present condition without cost or expense to Railway
Company, and if Licensee shall fail so to do, Railway Company shall have the right to make such removal and restora-
tion at the expense of Licensee, which expense shall include ten per cent (10%) to the cost of labor, and Licensee
hereby agrees to promptly pay all of said expense.

FIFTH. Licensee agrees to indemnify and save harmless Railway Company from any and all loss, costs, damages and expenses that Railway Company may sustain, or for which Railway Company may become liable to third parties, including loss and destruction of or damage to property, and death of or injury to persons whether caused by negligence of Railway Company or otherwise, on account or by reason of excavating for, laying, constructing, maintaining, operating or repairing said pipe line, or that Railway Company may be put to in defending against suits for damages claimed to have been sustained thereby.

SIXTH. Licensee, as a further consideration for this grant, agrees to indemnify and save harmless Railway Company from any and all loss or destruction of or damage to said pipe line, and all other property of Licensee, growing out of the laying, excavating for, constructing, maintaining, operating or repairing said pipe line, whether caused by negligence of Railway Company or otherwise.

SEVENTH. Either party may terminate this agreement by giving to the other party thirty (30) days' written notice. No termination of this agreement shall release the Licensee from any liability or obligation that may have been incurred by or that may have accrued against Licensee hereunder during the term hereof.

EIGHTH. This agreement shall be binding upon and inure to the benefit of the respective heirs, executors, administrators, successors, lessees and assigns of the parties hereto; but Licensee shall not assign or transfer this agreement, or any of Licensee's rights hereunder, without first obtaining the written consent of Railway Company thereto.

IN WITNESS WHEREOF, the said parties have executed this agreement, in duplicate, the day and year first above written.

ST. LOUIS-SAN FRANCISCO RAILWAY COMPANY,
(Party of the first part)

ATTEST:

William
Ass't Secretary.

By *J. E. ...*
General Manager.

ATTEST:

L. Ramsay
Asst. Secretary.

KANSAS NATURAL GAS COMPANY
(Party of the second part)

OR
WITNESS:

By *W. H. Straight*
Title Vice-President

APPROVED
As to form:

E. J. ...
8-13-23 Gen'l Attorney.

Property Interests:

Robert ...
and Tax Commissioner.

Operation:

M. Brown
Superintendent.

APPROVED
J. H. Frasey
ASSISTANT GENERAL MANAGER.

Engineering:

E. ...
Division Engineer.
E. ...
Chief Engineer.

FRISCO LINES
NORTHERN DIVISION CARTHAGE SUB-DIV.
PLAT SHOWING

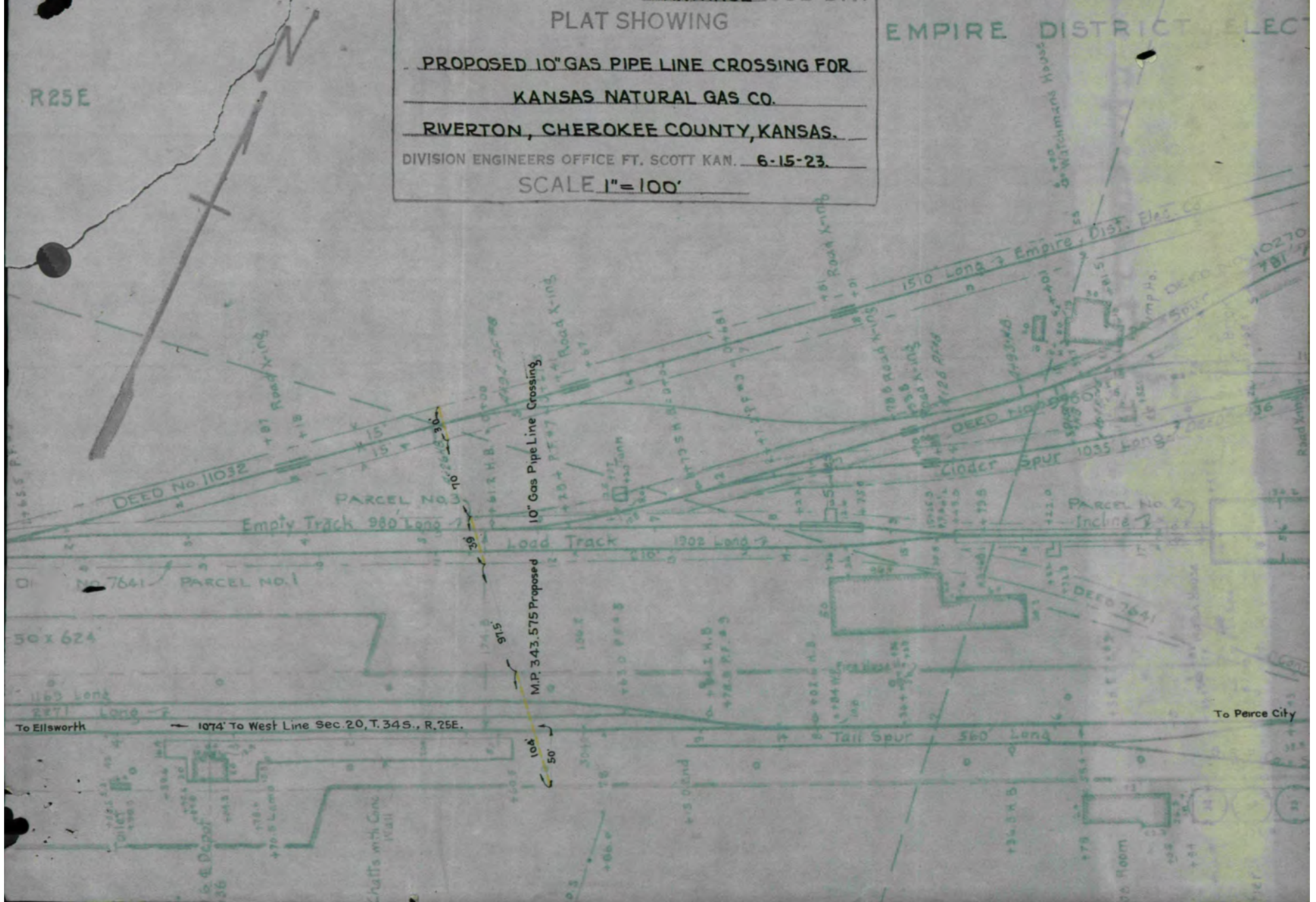
PROPOSED 10" GAS PIPE LINE CROSSING FOR
KANSAS NATURAL GAS CO.

RIVERTON, CHEROKEE COUNTY, KANSAS.

DIVISION ENGINEERS OFFICE FT. SCOTT KAN. 6-15-23.

SCALE 1"=100'

EMPIRE DISTRICT ELEC



FRISCO LINES
NORTHERN DIVISION CARTHAGE SUB-DIV.
PLAT SHOWING
PROPOSED 10" GAS PIPE LINE CROSSING FOR
KANSAS NATURAL GAS CO.
RIVERTON, CHEROKEE COUNTY, KANSAS.
DIVISION ENGINEERS OFFICE FT. SCOTT KAN. 6-15-23.
SCALE 1"=100'

RIVERTON, CHEROKEE COUNTY, KANSAS.
DIVISION ENGINEERS OFFICE FT. SCOTT KAN. 6-15-23.
SCALE 1"=100'.

RIVERTON, CHEROKEE COUNTY, KANSAS.
DIVISION ENGINEERS OFFICE FT. SCOTT KAN. 6-15-23.
SCALE 1"=100'.

RIVERTON, CHEROKEE COUNTY, KANSAS.
DIVISION ENGINEERS OFFICE FT. SCOTT KAN. 6-15-23.
SCALE 1"=100'.

RIVERTON, CHEROKEE COUNTY, KANSAS.
DIVISION ENGINEERS OFFICE FT. SCOTT KAN. 6-15-23.
SCALE 1"=100'.

M.P. 343.575 Proposed 10" Gas Pipe Line Crossing

→ 1074' To West Line Sec. 20, T.34 S., R.25 E.

to Peirce City →

21946

Dated June 30, 1923

Kansas Natural Gas Co.

and

ST. LOUIS-SAN FRANCISCO RY. CO.

Contract
covering 10" gas
pipe line crossing at
Mile Post 343.575, Riverton,
Kans.

EXP. ON 30 DAYS' NOTICE.



Copies to:
Comptroller
Chf. Engineer
Chf. Claim Agent
General Manager
Supt. Trac. Div.

9/21/23
BCP

Wire Crossing Contract

F22233

This Agreement. Made and entered into this 10th day of October 1923,
by and between ST. LOUIS-SAN FRANCISCO RAILWAY COMPANY, a corporation, hereinafter called "Railway
Company," party of the first part, and EMPIRE DISTRICT ELECTRIC COMPANY

*a corporation organized and existing under and by virtue of the laws of the State of Kansas,
~~copartners doing business under the name, style and description of~~
hereinafter called "Licensee," party of the second part, WITNESSETH:

Whereas. Licensee is desirous of obtaining the right to construct and maintain wires for the conduct of electric
current across the right of way and over wires and
over tracks of said railroad ~~xx~~ to extend in an easterly
and westerly direction, for a distance of about 470 ft. over the right of
way and main track of The KCF&M Ry. Company's Joplin & Galena Branch at
MP 344.39, in the North 1/2 Section 19, Township 34 South, Range 25 East,
Cherokee County Kansas, about 220 ft. westerly from the North and South
center line of said Section 19.

which right the Railway Company is willing to grant upon the terms and conditions hereinafter stated and set forth:

Now, Therefore, in consideration of the premises and of the sum of One Dollar (\$1.00) in hand paid by
Licensee to Railway Company, the receipt whereof is hereby acknowledged, Railway Company hereby grants to Li
permission to construct and maintain said wires across the right of way and over wires
and over tracks of Railway Company at the point above designated, upon the
following terms and conditions:

1. The construction and maintenance of said wires shall be done by Licensee at its sole cost and expense and in a
manner satisfactory to the Superintendent of Telegraph of Railway Company. Railway Company, if it so elects, may per-
form such work or any portion thereof, in which event the bills covering the cost thereof shall be paid by Licensee within
fifteen (15) days after presentation thereof.

**2. The wires shall be constructed and maintained at the point shown on the
blue print marked "Exhibit A" and in accordance with the Specifications of
the National Electric Safety Code, Third Edition, dated October 31st, 1923,
hand book series of Bureau of Standards #3.**

3. Licensee will at all times keep said wires in proper condition of maintenance and repair at its own expense, and
if at any time Licensee fails so to do, Railway Company may, after having given ten days' notice to Licensee of its inten-
tion so to do, make such repairs as to it may appear necessary, the cost of which Licensee agrees to pay as above pro-
vided, or Railway Company may, at its option, by reason of such failure of Licensee, take down and wholly remove said
wires from said right of way.

4. If said wires, or any of them, as the same shall be constructed or maintained, shall at any time interfere with the
maintenance or operation of the railroad, or the telegraph or telephone wires, or any of them, constructed on railroad right-
of-way of Railway Company, Licensee shall, at its own cost and expense, on notice from Railway Company so to do,
immediately raise or lower, change, alter, improve, repair or renew said wires, or any of them, in such manner as may be
prescribed by the Superintendent of Telegraph of Railway Company; or if the construction or maintenance of said wires,
or any of them, shall require any change or alteration in the location or arrangement or otherwise of the telegraph or tele-

*(Note: If party of the second part (1) is a corporation reference to copartners should be stricken out, or (2) is a copartner-
ship reference to corporation should be stricken out, or (3) is an individual reference to both corporation and copartners should be
stricken out.)

phone wires aforesaid on said right-of-way, or any of them, such change or alteration shall be made at the cost of Licensee either by Licensee or by Railway Company as Railway Company may elect. If Licensee should fail to comply with any of the provisions of this paragraph, Railway Company shall have the option either to do said work at the expense of Licensee or to take down and wholly remove Licensee's wires from said right of way.

Should Railway Company at its election perform, by reason of the default of Licensee or otherwise, any work which the Licensee is obligated hereunder to perform, there shall be added to the cost and expense of such work so performed by Railway Company, ten per cent (10%) to labor to cover supervision, accounting and use of tools, and freight charges on material from point of origin to the nearest freight station at the regular tariff rates, and Licensee hereby agrees to pay all the aforesaid cost, charges and expense to Railway Company promptly upon presentation of bill therefor.

5. If Licensee shall at any time discontinue the use of said wires, or any of them, Licensee shall at once, at its own expense, remove the same from said right-of-way and restore said right of way to its former condition, and upon its failure so to do, Railway Company may make such removal and restoration at the cost and expense of Licensee, such cost and expense to be paid to Railway Company by Licensee in the manner above provided.

6. If at any time Railway Company shall desire to have the location of said poles and wires, or any of them, changed, Licensee shall, within ten days after notice in writing given to it by Railway Company, change the location of said poles and wires in accordance with said notice and without expense to Railway Company, and upon its failure so to do Railway Company may take down and wholly remove said poles and wires from said right-of-way.

7. Said poles and wires shall be used for the sole purpose of conveying electric current at a potential not to exceed 33000 volts for power purposes.

8. Licensee shall and will at all times hereafter indemnify, protect and save harmless Railway Company, its successors, lessees and assigns, from and against all loss, damage, costs, charges and expenses whatsoever which it may suffer, sustain or in any wise be subjected to, either on account of damage to property of Licensee or property in its custody, or injury to or death of any of the employees of Licensee, or others, or on account of damage to property of Railway Company, or property in its custody, or injury to or death of any of the employees or passengers of Railway Company, or others, or loss of or damage to the property of any other person or persons, corporation or corporations, arising out of, resulting from or in any manner caused by the construction, maintenance, use or removal of said poles and wires, or any of them.

9. Railway Company may terminate this license at any time on thirty days' notice thereof in writing to Licensee, at the expiration of which time all privileges herein granted to Licensee shall at once wholly cease and determine, and Licensee shall, at its own expense, remove its wires, poles and all other property from said right-of-way; and in the event of its failure so to remove said wires, poles and all other property within the time so specified, Railway Company shall have the right to remove the same at the sole expense of Licensee, which expense Licensee hereby agrees to pay.

10. As a condition precedent to the exercise by Licensee of the permission and authority herein granted, Licensee shall pay to the Railway Company, in advance, the sum of Ten Dollars (\$10.00) for each wire line proposed to be constructed over, along or across the right-of-way of Railway Company by authority of the provisions of this agreement, plus a sum at the rate of One Dollar (\$1.00) for each one hundred feet or fraction thereof of right-of-way to be occupied by said wires in excess of the first one hundred feet, to cover expense of preparation and handling of contract and supervision of construction of the work herein referred to.

11. Licensee hereby accepts the license herein granted on the above specified terms and conditions.

In Witness Whereof, the parties hereto have caused this agreement to be duly executed the day and year first hereinabove written.

ATTEST:

ST. LOUIS-SAN FRANCISCO RAILWAY COMPANY,

ATTEST:

SECRETARY.

By

C. J. Raterio
Secretary.

EMPIRE DISTRICT ELECTRIC COMPANY

By

Its Vice Pres.

WITNESS:

ATTEST:

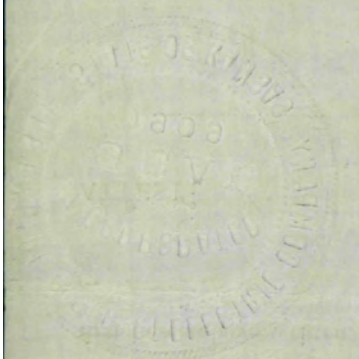
Superintendent

SUPERINTENDENT OF TELEGRAPH

APPROVED AS TO FORM

GENERAL SOLICITOR.

Approved: *[Signature]*
Ass't to Pres. and Chief Engineer.

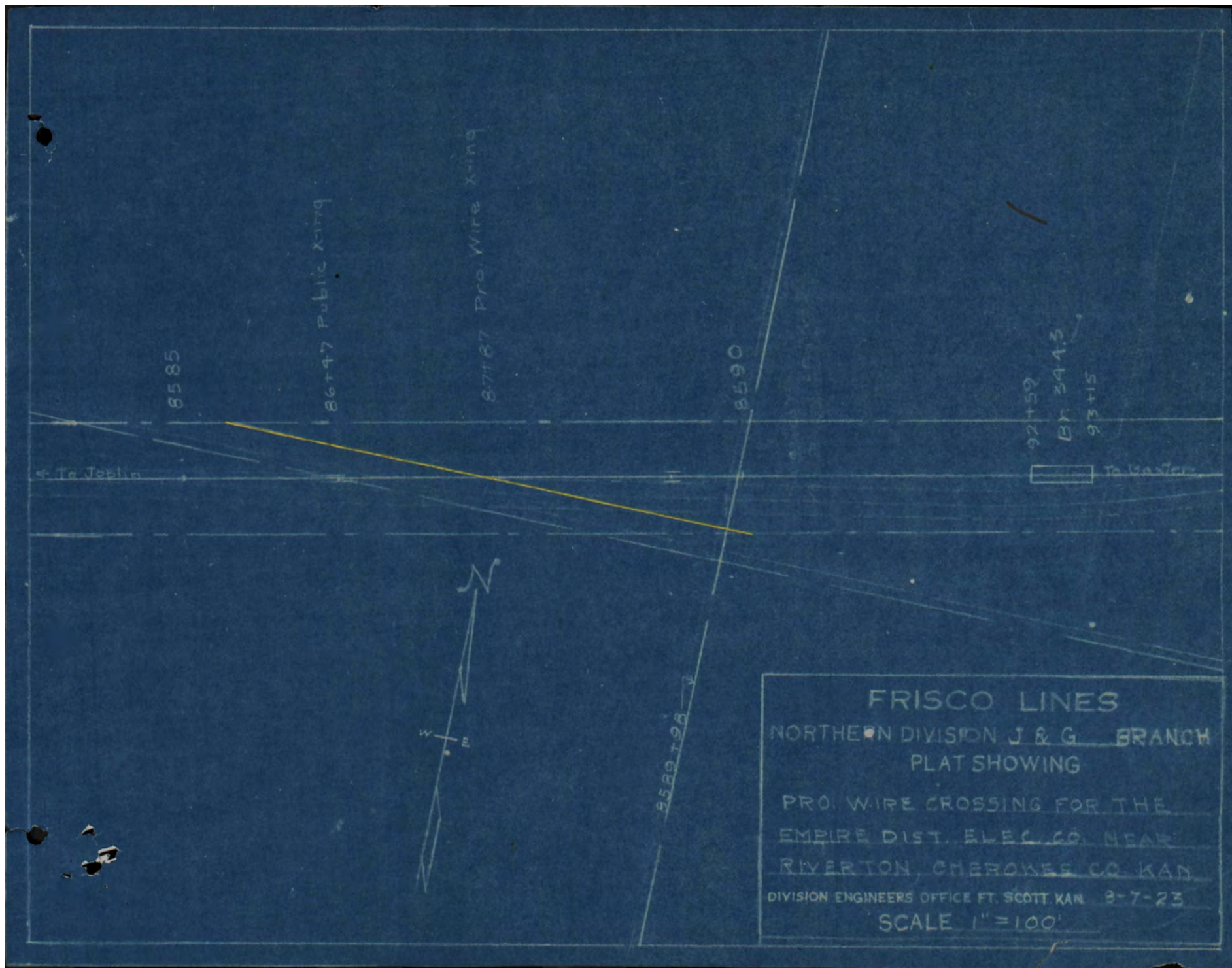


RECEIVED



TO THE BOARD OF DIRECTORS
FROM THE ASSISTANT TO THE PRESIDENT AND CHIEF ENGINEER
SUBJECT: [Illegible text]

[The following text is extremely faint and largely illegible due to fading and bleed-through from the reverse side of the page. It appears to be a formal report or letter.]



Wire Crossing Contract

THIS AGREEMENT, entered into this 10th day of December, 1926, between St. Louis-San Francisco Railway Company, a corporation, hereinafter called "Railway Company," party of the first part, and

HENRY MITCHELL

A corporation organized and existing under and by virtue of the laws of the State of _____ co-partners, doing business under the name, style and description of _____ hereinafter called "Licensee," party of the second part, the term "Licensee" referring to and including each and every of the parties of the second part hereto, WITNESSETH:

WHEREAS, Licensee is desirous of obtaining the right to construct and maintain wires for the conduct of electric current across the right of way and under wires and under tracks of Railway Company at

To extend in a northerly and southerly direction for a distance of 100 feet under the right of way and main track of the St. Louis-San Francisco Railway at Mile Post 344.293 in the northeast 1/4 of section 19, township 34 south, Range 25, East Cherokee County Kansas, about 4 feet easterly of the north and south center line of said section 19.

which right Railway Company is willing to grant upon the terms and conditions hereinafter stated and set forth:

NOW, THEREFORE, in consideration of the premises and of the sum of One Dollar (\$1.00) in hand paid by Licensee to Railway Company, the receipt whereof is hereby acknowledged, Railway Company hereby grants to Licensee permission to construct and maintain said wires across the right of way and under wires and under tracks of Railway Company at the point above designated, upon the following terms and conditions:

1. The construction and maintenance of said wires shall be done by and at the sole expense of Licensee and in a manner satisfactory to the Superintendent of Telegraph of Railway Company. Railway Company, if it so elects, may perform such work, or any portion thereof, at the cost of Licensee.

2. Said wires shall be constructed and maintained at the point shown on the blue print marked "Exhibit A" hereto attached and made a part hereof and in accordance with specifications of the National Electric Safety Code, Third Edition, dated October 31st, 1920, hand book series of Bureau of Standards #3.

3. Licensee shall at all times keep said wires in proper condition of maintenance and repair at Licensee's own expense, and if at any time Licensee fails so to do, Railway Company, after having given ten (10) days' notice to Licensee of its intention so to do, may, at the sole cost of Licensee, either make such repairs as it deems necessary or, at its option, wholly remove said wires from said right of way.

4. If said wires, or any of them, as constructed or maintained, shall at any time in the opinion of Railway Company interfere with the maintenance or operation of the railroad, or the telegraph, telephone or other wires, or any of them, constructed on right of way of Railway Company, Licensee shall, at Licensee's own expense, on notice from Railway Company so to do, immediately raise or lower, change or alter, improve, repair or renew said wires, or any of them, in such manner as may be prescribed by the Superintendent of Telegraph of Railway Company, or if the construction or maintenance of said wires, or any of them, shall require any change or alteration in the location or arrangement, or otherwise, of the telegraph, telephone or other wires aforesaid on said right of way, or any of them, such change or alteration shall be made by Railway Company at the cost of Licensee. If Licensee should fail to comply with any of the provisions of this paragraph, Railway Company shall have the option, at the expense of Licensee, either to do said work or to wholly remove Licensee's wires from said right of way.

5. Should Railway Company, at its election, by reason of the default of Licensee or otherwise, perform any work which Licensee is obligated hereunder to perform, there shall be added to the expense of such work so performed by Railway Company, ten (10) per cent to labor to cover supervision, accounting and use of tools, and also freight charges on material from point of origin to the nearest freight station at regular tariff rates.

6. If Licensee shall at any time discontinue the use of said wires, or any of them, Licensee shall at once, at Licensee's own expense, remove the same from said right of way and restore said right of way to a condition satisfactory to Railway Company, and in the event of Licensee's failure so to do, Railway Company may make such removal and restoration at the expense of Licensee.

7. If at any time Railway Company shall desire to have the location of said wires, or any of them, changed, Licensee shall, within ten (10) days after written notice given to it by Railway Company, change the location of said wires in accordance with said notice and without expense to Railway Company, and in the event of Licensee's failure so to do Railway Company may, at Licensee's expense, wholly remove said wires from said right of way.

8. Said wires shall be used for the sole purpose of conveying electric current at a potential not to exceed _____ volts for power purposes.

9. Licensee shall and will at all times hereafter indemnify, protect and save harmless Railway Company from and against all loss, damage, cost, charges and expenses whatsoever which it may suffer, sustain or in any wise be subjected to, either on account of damage to property of Licensee or property in Licensee's custody, or injury to or death of any of the employees of Licensee, or others, or on account of damage to property of Railway Company, or property in its custody, or injury to or death of any of the employees or passengers of Railway Company, or others, or loss of or damage to the property of any other person or persons, corporation or corporations, arising out of, resulting from, or in any manner caused by, the construction, maintenance, use, repair, renewal or removal of said wires, or any of them.

10. Railway Company may terminate this license at any time on thirty (30) days' written notice thereof to Licensee, at the expiration of which time all rights and privileges herein granted to Licensee shall at once cease and determine, and Licensee shall, at Licensee's own expense, remove said wires and all other property of Licensee from said right of way, and in the event of Licensee's failure so to do, Railway Company shall have the right to remove the same at the sole expense of Licensee.

11. As a condition precedent to the exercise by Licensee of the permission and authority herein granted, Licensee shall pay to Railway Company, in advance, the sum of Ten Dollars (\$10.00) for each wire line proposed to be constructed over, along or across the right of way of Railway Company under this agreement, plus a sum at the rate of One Dollar (\$1.00) for each one hundred (100) feet, or fraction thereof, of right of way to be occupied by said wires in excess of the first one hundred (100) feet.

12. In the event the location of said wires across Railway Company's right of way requires the location of poles on said right of way, and Railway Company shall consent thereto, then each and every of the terms, conditions and provisions hereof concerning said wires shall also apply to any and all such poles of Licensee.

13. Except as otherwise provided in paragraph 11 hereof, all sums payable by Licensee to Railway Company hereunder shall be paid within fifteen (15) days after presentation of bill therefor to Licensee.

14. Licensee hereby accepts the license herein granted on the terms and conditions hereinabove contained.

15. This agreement shall be binding upon and inure to the benefit of the successors, lessees and assigns of Railway Company and the respective successors, heirs, executors, administrators and assigns of Licensee, but Licensee shall have no right to sell, assign or transfer this agreement, or any interest herein, without first obtaining the written consent of Railway Company thereto.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be duly executed the day and year first herein above written.

Attest:

[Signature]
Ass't Secretary

ST. LOUIS-SAN FRANCISCO RAILWAY COMPANY.

By [Signature]

General Manager

[Signature]

By _____

ATTEST:

Its _____

Secretary.

or

WITNESS.

[Signature]
RIVINGTON, KANS.

APPROVED

[Signature]
ASSISTANT GENERAL MANAGER

[Signature]
GENERAL ATTORNEY

[Signature]

[Signature]
7. B. Jones
[Signature]
SUPERINTENDENT OF TELEGRAPH

NE 1/4 - Sec. 19 - T34S - R25E.

To Baxter

8570

8580

86+47 Road Xing

8589+88

89+40 Farm Xing

8590

90+73

Pro. Wire Xing

Bn. 344.3

50' 50'

P.C. 1° 00' L

8600

P.T.

To Grandpawdin

FRISCO LINES

NORTHERN

DIV.

J & G BRANCH

SUB DIV.

PRINT SHOWING

PRO WIRE CROSSING FOR HENRY

MITCHELL AT MP H334.293

AT NEAR RIVERTON

- CHEROKEE

COUNTY KANSAS

DIV. ENGINEERS OFFICE

FT. SCOTT, KANS.

SCALE 1" = 400'

DATE Sept 25, 1926

F28096.1665

FORM S-6227
(9-50)

TO BE ATTACHED TO CONTRACT, RAILWAY COMPANY'S NO. 28096, DATE MARCH 26, 1928
BETWEEN ST. LOUIS-SAN FRANCISCO RAILWAY COMPANY AND SOUTHWESTERN BELL TELEPHONE COMPANY
DESCRIPTION OF CROSSING: PRIVATE

No. K-158

CONSIDERATION \$100.00

42" MIN. CLEARANCE BELOW BASE OF RAILWAY COMPANY'S RAIL.
CLEARANCE ABOVE OR BELOW TELEGRAPH WIRES OF RAILWAY COMPANY.
3" IRON PIPE KIND OF CONDUIT IF UNDERGROUND.
PRESENT NUMBER OF CABLES IN CROSSING. SIZE 79D-19 GT.
ULTIMATE NUMBER OF CABLES IN CROSSING. SIZE 79D-19 GT.
NONE NUMBER OF POLES ON PROPERTY OF RAILWAY COMPANY.
68°48' ANGLE OF CROSSING

DATE WORK TO START

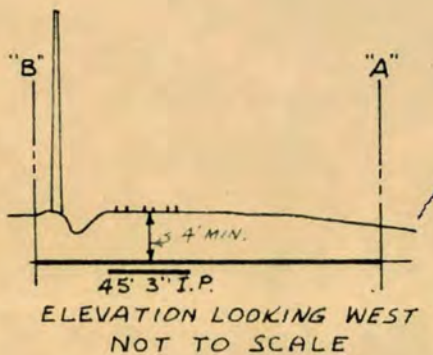
PLAN OF CROSSING

SCALE 1" = 50'

SYMBOLS PRESENT PROPOSED
POLE OR STUB
ANCHOR GUY
GUY
TELEPHONE LINE
TO BE REMOVED

TELEGRAPH LINE
RAILWAY TRACK
PROPERTY LINE

T 33 S
R 25 E
SE 1/4, NE 1/4, SEC. 18



DATED 12-6-1961

SOUTHWESTERN BELL TELEPHONE COMPANY

APPROVED E. J. Tulkerson CONSTRUCTION SUPERVISOR

ST. LOUIS-SAN FRANCISCO RAILWAY COMPANY

COMPANY

APPROVED R. H. Paschal SUPERINTENDENT

APPROVED J. H. Brown Chief Engineer

APPROVED P. J. Ward LAND AND TAX COMMISSIONER

APPROVED

APPROVED M. W. Roth GEN. SUPT. COM. & SIGNALS

PROPOSED

BURIED CABLE CROSSING

LOCATION-BETWEEN
MILE POST 336 PLUS 899 FEET AND
MILE POST 336 PLUS 974 FEET

DIVISION DISTRICT

AT CRESTLINE TOWN
CHEROKEE COUNTY, STATE OF KAN.

GRADE OF CONSTRUCTION

F28096.2136

EXHIBIT

No. K-371

TO BE ATTACHED TO CONTRACT, RAILWAY COMPANY'S NO. 28096, DATED MARCH 25, 1928
BETWEEN ST. LOUIS - SAN FRANCISCO RAILWAY COMPANY,AND SOUTHWESTERN BELL TELEPHONE COMPANY
DESCRIPTION OF CROSSING:PUBLIC ☒ PRIVATE ☐

CONSIDERATION \$ 0

54" MIN

CLEARANCE ☒ BELOW BASE OF RAILWAY COMPANY'S RAIL.

CLEARANCE ABOVE OR BELOW TELEGRAPH WIRES OF RAILWAY COMPANY.

3" IRON PIPE

KIND OF CONDUIT IF UNDERGROUND.

0

PRESENT NUMBER OF WIRES OR CABLES IN CROSSING, SIZE

1

ULTIMATE NUMBER OF WIRES OR CABLES IN CROSSING, SIZE 100PR-22GA

89°35'

NUMBER OF POLES ON PROPERTY OF RAILWAY COMPANY.

ANGLE OF CROSSING

DATE WORK TO START

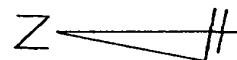
PLAN OF CROSSING

SCALE 1" = 50'

SYMBOLS
POLE OR STUB
ANCHOR GUY
GUY
TELEPHONE LINE
TO BE REMOVED

PRESENT PROPOSED
O
X X X
X X X

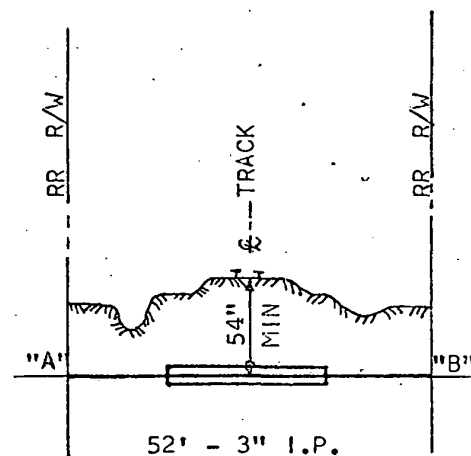
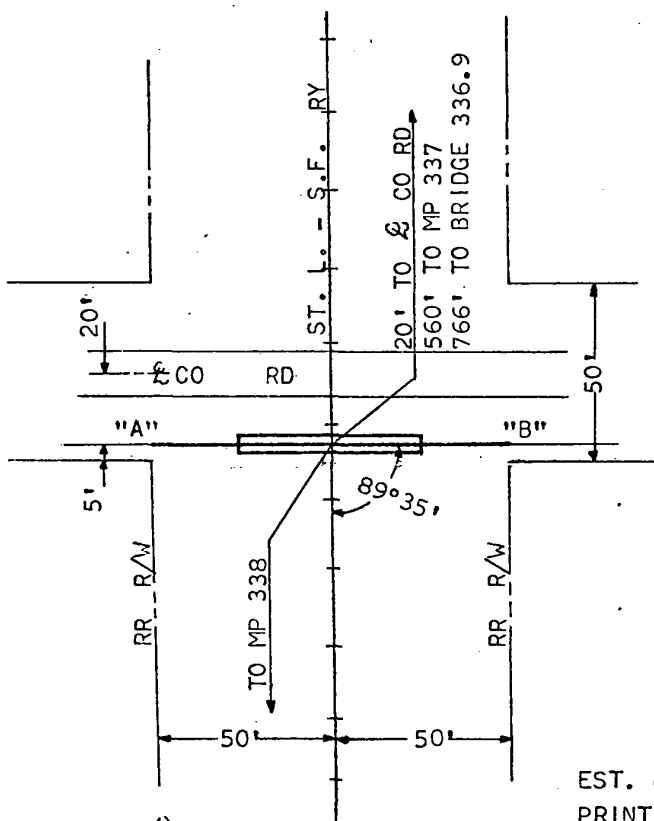
TELEGRAPH LINE — W —
RAILWAY TRACK + + + + +
PROPERTY LINE - - - - -



SEC 13

T - 33 - S

R - 24 - E

ELEVATION LOOKING WEST
NOT TO SCALE

EST. 6350

PRINT 2

MAR - 8 1978

DATED 19

SOUTHWESTERN BELL TELEPHONE COMPANY

APPROVED

RIGHT OF WAY SUPV.

(TITLE)

St. Louis-San Francisco Railway

COMPANY

APPROVED

Superintendent

APPROVED

For Chief Engineer

APPROVED

Land & Tax Comm.

APPROVED

DIVISION ENGINEER

APPROVED

Gen. Supt.

APPROVED

Comm. & Signals

PROPOSED:

PUBLIC BURIED CABLE CROSSING

LOCATION: BETWEEN Crestline
MILE POST F337 PLUS 560 FEET AND
MILE POST 337 PLUS 560 FEET

DIVISION DISTRICT

NEAR COLUMBUS TOWN











CHEROKEE COUNTY, STATE OF KANSAS

GRADE OF CONSTRUCTION

F28096.3137

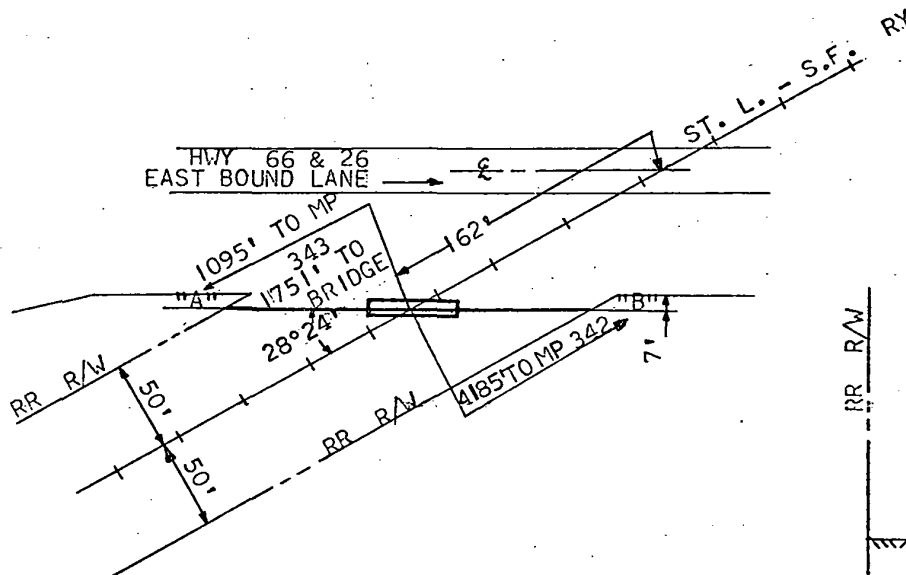
FORM S-6227
(9-50)

EXHIBIT No. K-372
 TO BE ATTACHED TO CONTRACT, RAILWAY COMPANY'S NO. 28096, DATED MARCH 26, 1928
 BETWEEN ST. LOUIS - SAN FRANCISCO RAILWAY COMPANY,
 AND SOUTHWESTERN BELL TELEPHONE COMPANY
 DESCRIPTION OF CROSSING:
 PUBLIC ~~_____~~ CONSIDERATION \$ 0
 54" MIN CLEARANCE ~~_____~~ BELOW BASE OF RAILWAY COMPANY'S RAIL.
 CLEARANCE ABOVE OR BELOW TELEGRAPH WIRES OF RAILWAY COMPANY.
 3" IRON PIPE KIND OF CONDUIT IF UNDERGROUND.
 0 PRESENT NUMBER OF WIRES OR CABLES IN CROSSING. SIZE
 1 ULTIMATE NUMBER OF WIRES OR CABLES IN CROSSING. SIZE 100PR-22GA
 NONE NUMBER OF POLES ON PROPERTY OF RAILWAY COMPANY.
 28°24' ANGLE OF CROSSING DATE WORK TO START

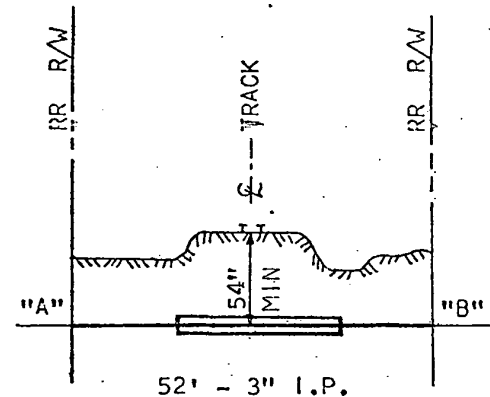
SYMBOLS PRESENT PROPOSED
 POLE OR STUB  
 ANCHOR GUY  
 GUY  
 TELEPHONE LINE  
 TO BE REMOVED  

PLAN OF CROSSING
 SCALE 1" = 100'

TELEGRAPH LINE  W
 RAILWAY TRACK 
 PROPERTY LINE 



NE 1/4 SEC 20
 T - 34 - S
 R - 25 - E



EST. 6350
 PRINT 16

ELEVATION LOOKING NORTHEAST
 NOT TO SCALE

MAR - 8 1978

DATED 19

SOUTHWESTERN BELL TELEPHONE COMPANY

APPROVED

RIGHT OF WAY SURV.
(TITLE)

St. Louis - San Francisco Railway COMPANY

APPROVED

Superintendent

APPROVED

Chief Engineer

APPROVED

Land & Tax Comm.

APPROVED

DIVISION ENGINEER

APPROVED

Gen. Supt.

APPROVED

Comm. & Signals

PROPOSED:

PUBLIC BURIED CABLE CROSSING

LOCATION: BETWEEN ~~_____~~
 MILE POST H 342 PLUS 4100 FEET AND
 MILE POST H 342 PLUS 4270 FEET

DIVISION DISTRICT

NEAR ~~_____~~ GALENA TOWN

CHEROKEE COUNTY, STATE OF KANSAS

GRADE OF CONSTRUCTION

F-28096

CONTRACT

Between

~~ST. LOUIS-SAN FRANCISCO RAILWAY COMPANY~~

ST. LOUIS, SAN FRANCISCO and TEXAS RAILWAY COMPANY

FORT WORTH & RIO GRANDE RAILWAY COMPANY

PARIS and GREAT NORTHERN RAILROAD COMPANY

and

SOUTHWESTERN BELL TELEPHONE COMPANY

Relating to

Construction, Maintenance and
Operation of Wire Lines Across
and Upon Railway Company's
Right of Way in Missouri, Kansas,
Oklahoma, Texas and Arkansas.

AGREEMENT, made this 26th day of March, 1928,
between the St. Louis-San Francisco Railway Company,
a Missouri corporation, St. Louis, San Francisco and
Texas Railway Company, a Texas corporation,
Fort Worth & Rio Grande Railway Company, a Texas
corporation, and Paris and Great Northern Railroad
Company, a Texas corporation, (hereinafter collec-
tively called "Railway Company"), parties of the
first part, and the Southwestern Bell Telephone
Company, a Missouri corporation, (hereinafter
called the "Telephone Company"), party of the
second part.

RECITALS:

The Railway Company owns and operates a system of
railroad within the States of Missouri, Kansas, Oklahoma,
Texas and Arkansas, and the Telephone Company owns and
operates a system of telephone lines and exchanges within
the said states. At times it is necessary for the
Telephone Company, in the extension of its lines and in
conducting its business, to construct its lines across
or upon the right of way and property of the Railway Company
at various points. In order to avoid delays the parties
hereto desire to make a general agreement which will per-
mit the Telephone Company to build such crossings and short
parallel lines as are agreeable to the Railway Company with-
out making a separate agreement in each case.

AGREEMENT.

At the special instance and request of the Telephone
~~Company, and in consideration of the sum of One Dollar (\$1.00)~~

in hand paid by the party of the second part to the parties
of the first part, receipt whereof is hereby acknowledged,
and the faithful compliance with the promises and agreements
hereinafter set forth, the Railway Company hereby gives to
the Telephone Company a license and permit to construct,

operate and maintain its telephone line or lines upon or across the right of way and property of the Railway Company at such place or places (within the States of Missouri, Kansas, Oklahoma, Texas and Arkansas as may be agreed upon and determined as hereinafter provided, subject to the following definitions and conditions.

ARTICLE I - DEFINITIONS.

1. Crossings (or Parallel Lines) as hereinafter used shall be construed to include all poles, wires, cables, guy wires, anchors, brace poles, conduits and any other contrivance or property appurtenant to any line of the Telephone Company as the same may be constructed upon or across the right of way or property of the Railway Company.
2. Private Crossings (or Parallel Lines) are those constructed upon or across the right of way or property of the Railway Company at any place other than a public highway.

~~The maximum length of parallel lines to be covered by this~~

agreement shall be one thousand feet. All over that length shall be covered by separate contract.

3. Public Crossings are those constructed across the right of way of the Railway Company on public highways.

ARTICLE II - CONDITIONS.

1. Construction: The construction of any Crossings (or Parallel Lines) under this agreement shall be done by the Telephone Company at its sole cost and expense and in accordance with

all requirements as to construction and maintenance of the then effective National Electric Safety Code of the Bureau of Standards and all state and municipal requirements.

2. Maintenance: The Telephone Company shall at all times at its sole cost and expense keep its Crossings (or Parallel Lines) constructed under this agreement in a safe condition of maintenance and repair, and shall maintain its Crossings or Parallel Lines and equipment in a manner satisfactory to the Railway Company so as to prevent any interference, either physical or by induction, to or with the lines or equipment of the Railway Company, the Western Union Telegraph Company, or other wires or any of them constructed upon the right of way or property of Railway Company prior to the installation of the Crossing or parallel lines of Telephone Company hereunder.
3. Changes: If at any time after the construction by the Telephone Company of any Crossings (or Parallel Lines) hereunder it shall, in the judgment of the Railway Company become necessary or desirable for the Railway Company to lay any additional tracks, sidings or spurs, or to lease any of its property for industrial or other purposes, or to build, install, or open depots, stock yards, gravel pits, borrow pits, or any other structures, or to change the grade or alignment of any one or more of its tracks, or to build, change, or rebuild its telephone, telegraph, signal or power lines, or the lines of the Western Union Telegraph Company, or to do any other work with which the Crossings (or Parallel Lines) will interfere, the Telephone Company shall, at its sole

cost and expense, within sixty (60) days after receipt of written notice from the Railway Company so to do, make such changes in its Crossings or Parallel Lines as will enable the Railway Company in its judgment safely and conveniently to ~~make such additions to and changes in its facilities and~~ other property; provided that in the event of any emergency arising, making it impossible for the Railway Company to give the Telephone Company sixty (60) days' written notice, the Telephone Company will, as promptly as possible, after receipt of notice so to do, make the necessary rearrangements or changes of its Crossings or Parallel Lines.)

4. Discontinuance or Non-Use: If at any time the Telephone Company shall discontinue the use of any Crossings or Parallel Lines constructed hereunder, it shall, at its cost and expense, promptly remove the same from the right of way or property of the Railway Company and restore the Railway Company's premises to the condition they were in prior to the construction of the Crossings or Parallel Lines.
5. Interference: If any Crossings or Parallel Lines constructed hereunder shall at any time interfere with the maintenance or operation of the railroad, or the telegraph, telephone, signal or power wires, or any of them, of the Railway Company, or wires of tenant users which were installed prior to the construction of the Crossings or Parallel Lines of the Telephone Company, on the right of way or property of the Railway Company, the

Telephone Company shall, upon notice from the Railway Company, promptly change or relocate such Crossings or Parallel Lines in such manner as may be prescribed by the Railway Company.

16. Failure to comply: If at any time the Telephone Company shall fail to comply with the provisions of Paragraphs 1, 2, 3, 4 and 5 after receiving sixty (60) days' written notice from the Railway Company to make such changes, repairs, removals, relocations or restorations as may be required hereunder, or in case of an emergency as provided for in paragraph 3, the Railway Company may at its election perform such work at the expense of the Telephone Company, and the Telephone Company agrees to reimburse the Railway Company within thirty (30) days after receipt of bill therefor for the cost and expense of such work. The Telephone Company shall, in event of the exercise by the Railway Company of such right, have no recourse against the Railway Company, either at law or in equity, to prevent the same.

ARTICLE III - APPLICATION AND PERMISSION
FOR BUILDING PRIVATE CROSS-
INGS OR PARALLEL LINES.

1. When the right of way or other property of the Railway Company is to be used or crossed, the Telephone Company shall furnish the Superintendent of Telegraph of the Railway Company with an application and two blue prints, showing the location and general plan of the right of way, tracks and wires to be crossed and the construction pro-

additional copies of said print which shall be prepared in such detail as may be mutually agreed upon. The Telephone Company shall notify the Superintendent of Telegraph of the Railway Company at least ten (10) days in advance of the starting of work. *30 days*

3. In the event that the Crossings or Parallel Lines are not constructed within six months from the date of the granting of such permission, the Telephone Company shall so notify the Railway Company in writing and request an additional period of time for the building of the same, and in the event that the Telephone Company does not notify the Railway Company at the end of the six months' period or the Crossings or Parallel Lines are not completed by the end of the additional time mentioned above, then the permission shall be deemed revoked without further notice by either party hereto.
4. If permission has once been granted and acted upon hereunder, no additional application or notice will be necessary in order to permit the Telephone Company to place additional wires or cables at the same location, providing the same are maintained in accordance with the provisions of this agreement.

ARTICLE IV - COMPENSATION.

The Telephone Company shall pay to the Railway Company the sum of Ten Dollars (\$10.00) for each Private Crossing or Parallel Line less than Five Hundred (500) feet in length

built under the terms of this agreement, and Fifty Dollars (\$50.00) when more than Five Hundred (500) feet and not exceeding One Thousand (1,000) feet in length. Provided, that no payment shall be required of the Telephone Company when such Crossing or Parallel Line is built for the sole purpose of furnishing service to the Railway Company.

ARTICLE V. - INDEMNITY.

The Telephone Company shall at all times indemnify and save harmless the Railway Company from any and all claims, demands, actions and causes of action, arising from or growing out of any loss of or damage to property or injury to or death of persons, resulting in any manner from the construction, maintenance, use or state of repair of any and all Private Crossings or Parallel Lines constructed hereunder, upon the Railway Company's premises, or the removal of the same or any part thereof, and shall promptly pay to the Railway Company the full amount of any loss or damage which the Railway Company may sustain, incur or become liable for, and reimburse the Railway Company any and all sums which the Railway Company may pay or be compelled to pay in settlement of any claim on account of such loss, damage, injury or death. Provided nothing herein shall be construed as indemnifying the Railway Company against its own negligence or the negligence of its employees when such negligence is the sole cause of such

loss, damage, injury or death.

The Telephone Company further agrees to indemnify the Railway Company against loss of the Railway Company's premises, or any part thereof, or any right therein, and the Telephone Company assumes liability for any sums paid by the Railway Company as damages because of breach or alleged breach of any covenant or limitation of user contained in any deed or judgment by or under which the Railway Company's rights in and to said premises were acquired on account of the granting of this license and permit.

ARTICLE VI - PUBLIC CROSSINGS.

When the right of way or other property of the Railway Company is to be crossed on a public highway the Telephone Company shall so notify the Superintendent of Telegraph of the Railway Company at least ^{30 days} (ten (10)) days in advance of starting work on such crossing, and shall furnish ten prints of the proposed crossing showing the details and information required by Article III, paragraph 1, for Private Crossings and shall comply with all requirements as to construction and maintenance of the then effective National Electric Safety Code of the Bureau of Standards and all State and Municipal requirements.

ARTICLE VII.

It is mutually understood and agreed by and between the parties hereto as follows:

1. The right of the Telephone Company to continue to erect Private Crossings or Parallel Lines pursuant to the terms of this agreement may be terminated by either party hereto giving to the other sixty (60) days' notice in writing of its intention to terminate the same and stating the date of such termination, and at the expiration of such period, no additional Private Crossings or Parallel Lines shall be made by the Telephone Company without a special written permit from the Railway Company first had and obtained; it being understood, however, that the Private Crossings and Parallel Lines which shall have been constructed prior to such termination pursuant to the provisions hereof shall be thereafter maintained and operated in accordance with and continue to be subject to all the conditions and stipulations contained in this agreement.

In the event any right of way is abandoned by reason of the Railway Company ceasing operations, the Railway Company's obligations under this contract shall terminate to the extent that such abandoned right of way is concerned.

By reason of the character of service which the contracting parties hereto are rendering, it is mutually understood and agreed that no provision of this contract shall be construed as a waiver of any legal rights of either party in the matter of the construction and operation of their

lines on public highways and crossings, in the States of Missouri, Kansas, Oklahoma, Texas and Arkansas.)

That any notice to be served upon the Telephone Company by the Railway Company in connection with any matter or thing as in this agreement provided, shall be deemed to be properly served if deposited in the post office, postpaid, addressed to the Telephone Company as follows:

For points within the State of

Missouri - Plant Supt., S.W. Bell Tel. Co. - St. Louis, Mo.
Kansas - Plant Supt., S.W. Bell Tel. Co. - Kansas City, Mo.
Oklahoma - Plant Supt., S.W. Bell Tel. Co. - Oklahoma City, Okla.
Texas - Plant Supt., S.W. Bell Tel. Co. - Dallas, Texas.
Arkansas - Plant Supt., S.W. Bell Tel. Co. - St. Louis, Mo.

2. This agreement shall take effect on the day and year first above written and shall inure to the benefit of and be binding upon the successors and assigns of the respective parties hereto, but no assignment hereof by the Telephone Company, except to the Southwestern Bell Telephone Company's owned or controlled companies, shall be made without the written consent of the President or a Vice President of the Railway Company first had and obtained.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed by their duly authorized officers, the day and year first above written.

ATTEST:

[Signature]
SECRETARY.

ST. LOUIS, SAN FRANCISCO RAILWAY COMPANY

By

[Signature]
Vice-President.
Its _____

ATTEST:

[Signature]
Asst SECRETARY.

ST. LOUIS, SAN FRANCISCO and TEXAS RAILWAY COMPANY

By

[Signature]
Vice-President
Its _____

ATTEST:

[Signature]
Asst SECRETARY.

FORT WORTH & RIO GRANDE RAILWAY COMPANY

By

[Signature]
Vice-President.
Its _____

ATTEST:

[Signature]
Asst SECRETARY.

PARIS and GREAT NORTHERN RAILROAD COMPANY

By

[Signature]
Vice-President.
Its _____

SOUTHWESTERN BELL TELEPHONE COMPANY

By

[Signature]
FIRST VICE PRESIDENT

ATTEST:

A.C. Hoffmeister
Asst Secretary.

APPROVED AS TO FORM

Mahler

GENERAL ATTORNEY

J. H. Brennan
SUPERINTENDENT OF TELEGRAPH

APPROVED

M. Mason

ASSISTANT GENERAL MANAGER

APPROVED

[Signature]

GENERAL MANAGER

RR-175

This Agreement, entered into this 4th day of April, 1930 A. D. 192
 between ST. LOUIS-SAN FRANCISCO RAILWAY COMPANY, a corporation, hereinafter called "Railway Company",
 party of the first part, and Cities Service Gas Company, a corporation
 of the State of Delaware, hereinafter called "Licensee," party of the second part,

WITNESSETH:

That Railway Company, in consideration of the covenants and agreements hereinafter contained to be kept and performed by Licensee, and of the sums to be paid by Licensee as hereinafter provided, hereby grants permission and authority to Licensee to excavate for, lay, construct, maintain, operate and repair a Twelve (12) inch gas pipe line under the right of way and tracks of Railway Company, in the County of Cherokee State of Kansas, located as follows:

To extend in a northerly and southerly direction, for a distance of about 112' under the right of way main Tracks and passing T rack of the St. Louis-San Francisco Railway, at MP-343.89 in the SE $\frac{1}{4}$ of NE $\frac{1}{4}$ Section 19, Twp. 34 3R 45 E Cherokee County, Kansas, about 770' northeasterly from the west line of SE $\frac{1}{4}$ of NE $\frac{1}{4}$ of said Section 19.

The location of said pipe line is shown by the line colored yellow on the blue print attached hereto and made a part hereof.

This grant is made by Railway Company and accepted by Licensee upon and subject to the following conditions:

FIRST. As a condition precedent to the exercise by Licensee of the permission and authority herein granted, Licensee shall pay to Railway Company, in advance, the sum of ten dollars (\$10) for each crossing proposed to be constructed under the tracks of Railway Company by authority of the provisions of this agreement, plus a sum at the rate of one dollar (\$1.00) for each one hundred feet or fraction thereof of right of way to be occupied by such pipe line in excess of the first one hundred feet.

SECOND. Licensee shall lay and maintain said pipe at a depth of not less than Three (3) feet below the base of the rails in said tracks, and shall do all work of excavating for, laying, constructing, maintaining, operating and repairing said pipe line in such a manner as not to interfere with or endanger the roadbed of Railway Company, or any of its tracks as now or hereafter laid on said right of way, and at such times and in such manner as not to interfere with or endanger the operation of the railroad of Railway Company. Said pipe, when so required by Railway Company, shall be encased with a steel or cast iron pipe of the same strength as the main pipe, and with threaded or leaded joints, cemented ends and iron escape pipe, for the entire distance along and across Railway Company's property. All of the pipe of Licensee on said right of way shall be laid and maintained so that the top of said pipe shall not be less than three (3) feet below the surface of the ground of said right of way. Said pipe line shall not be constructed under the right of way and tracks of Railway Company nearer than six (6) feet, on a line perpendicularly distant from any rail joint in said tracks. In refilling the trench excavated for said pipe, that portion of the same beneath the ties of said tracks shall be firmly tamped so as to form a solid sub-grade. That portion of said trench on each side of said ties shall be promptly refilled in a proper and workmanlike manner, and so as to leave no holes or obstructions therein, and so as to furnish and provide proper drainage.

THIRD. All of the work of excavating for, laying, constructing, maintaining, operating and repairing said pipe line under the right of way and tracks of Railway Company shall be done by Licensee, at Licensee's own expense, and under the direction and subject to the approval of the Roadmaster in charge of that portion of said line of Railway Company, and all expense for supervision, etc., shall be borne by Licensee. Said Roadmaster shall have full authority to direct the time and manner of doing the work, and may require Licensee to have the same done as he directs, and if Licensee fail or refuse to comply with his direction, said Roadmaster may stop the work altogether.

FOURTH. If Railway Company shall hereafter change the grade of said right of way and tracks, or either thereof, and shall not terminate this agreement on account thereof, Licensee shall thereupon reconstruct said pipe line, at Licensee's sole expense, to comply with the requirements of this grant with respect to such new grade. Upon any termination of this agreement, Licensee shall, within ten (10) days thereafter, remove said pipe line from under said right of way and tracks and restore the same to their present condition without cost or expense to Railway Company, and if Licensee shall fail so to do, Railway Company shall have the right to make such removal and restoration at the expense of Licensee, which expense shall include ten per cent (10%) to the cost of labor, and Licensee hereby agrees to promptly pay all of said expense.

FIFTH. Licensee agrees to indemnify and save harmless Railway Company from any and all loss, costs, damages and expenses that Railway Company may sustain, or for which Railway Company may become liable to third parties, including loss and destruction of or damage to property, and death of or injury to persons whether caused by negligence of Railway Company or otherwise, on account or by reason of excavating for, laying, constructing, maintaining, operating or repairing said pipe line, or that Railway Company may be put to in defending against suits for damages claimed to have been sustained thereby.

SIXTH. Licensee, as a further consideration for this grant, agrees to indemnify and save harmless Railway Company from any and all loss or destruction of or damage to said pipe line, and all other property of Licensee, growing out of the laying, excavating for, constructing, maintaining, operating or repairing said pipe line, whether caused by negligence of Railway Company or otherwise.

SEVENTH. Either party may terminate this agreement by giving to the other party thirty (30) days' written notice. No termination of this agreement shall release the Licensee from any liability or obligation that may have been incurred by or that may have accrued against Licensee hereunder during the term hereof.

EIGHTH. This agreement shall be binding upon and inure to the benefit of the respective heirs, executors, administrators, successors, lessees, and assigns of the parties hereto; but Licensee shall not assign or transfer this agreement, or any of Licensee's rights hereunder, without first obtaining the written consent of Railway Company thereto.

IN WITNESS WHEREOF, the said parties have executed this agreement, in duplicate, the day and year first above written.

ST. LOUIS SAN FRANCISCO RAILWAY COMPANY,
(Party of the first part.)

ATTEST:

[Signature]
Asst Secretary.

By

[Signature]
General Manager

ATTEST:

[Signature]
Assistant Secretary.

CITIES SERVICE GAS COMPANY
(Party of the second part)

or
WITNESS:

By *[Signature]*

Title Vice-President

APPROVED
As to form:

[Signature]
Gen'l Attorney.

Property Interests:

[Signature]
for Land and Tax Commissioner.

Operation:

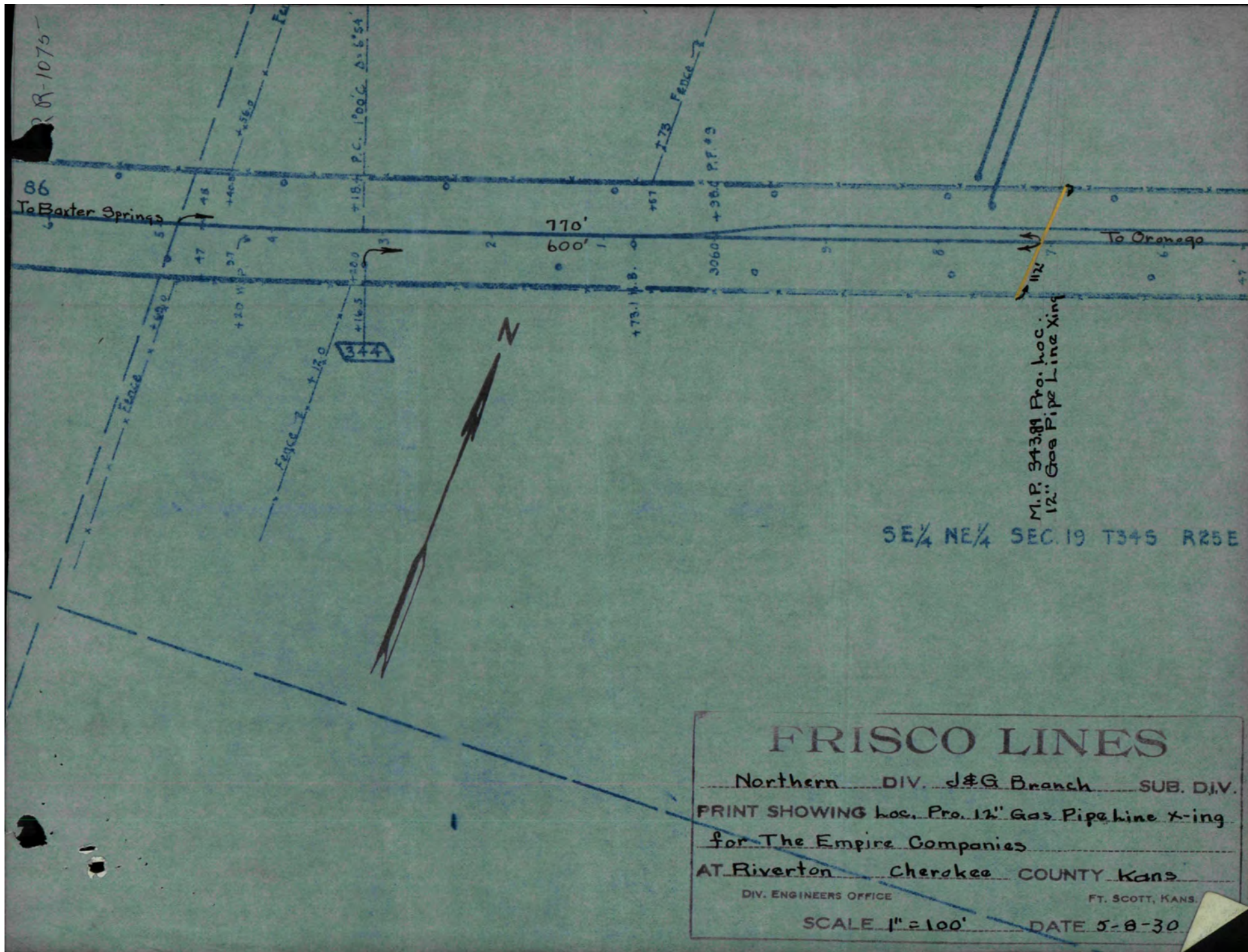
[Signature]
Superintendent.

Engineering:

[Signature]
Division Engineer.

[Signature]
Chief Engineer.

[Signature]
PRESIDENT GENERAL MANAGER



This agreement supersedes and cancels agreement of Jan. 29th 1916
Secy. No. 2400, with the Quapaw Gas Co.

5A Sets-11-23-14663

Form MW 1 Local

This Agreement, entered into this 18th day of July A. D. 1920
between ST. LOUIS-SAN FRANCISCO RAILWAY COMPANY, a corporation, hereinafter called "Railway Company",
party of the first part, and Union Public Service Co., a corporation
of State of Delaware, hereinafter called "Licensee," party of the second part,

WITNESSETH:

That Railway Company, in consideration of the covenants and agreements hereinafter contained to be kept and performed by Licensee, and of the sums to be paid by Licensee as hereinafter provided, hereby grants permission and authority to Licensee to excavate for, lay, construct, maintain, operate and repair a 24 inch gas pipe line under the right of way and tracks of Railway Company, in the County of Cherokee State of Kansas, located as follows:

To extend in a northerly and southerly direction for a distance of about 100' under the right of way and main and passing tracks and Empire District Electric Spur of the St. Louis-San Francisco Railway Company at MP N-343.78 in the northeast 1/4 of Section 19, Township 34 South, Range 35 East about 20' westerly from the east line of said section 19..

The location of said pipe line is shown by the line colored yellow on the blue print attached hereto and made a part hereof.

This grant is made by Railway Company and accepted by Licensee upon and subject to the following conditions:

FIRST. As a condition precedent to the exercise by Licensee of the permission and authority herein granted, Licensee shall pay to Railway Company, in advance, the sum of ten dollars (\$10) for each crossing proposed to be constructed under the tracks of Railway Company by authority of the provisions of this agreement, plus a sum at the rate of one dollar (\$1.00) for each one hundred feet or fraction thereof of right of way to be occupied by such pipe line in excess of the first one hundred feet.

SECOND. Licensee shall lay and maintain said pipe at a depth of not less than three feet below the base of the rails in said tracks, and shall do all work of excavating for, laying, constructing, maintaining, operating and repairing said pipe line in such a manner as not to interfere with or endanger the roadbed of Railway Company, or any of its tracks as now or hereafter laid on said right of way, and at such times and in such manner as not to interfere with or endanger the operation of the railroad of Railway Company. Said pipe, when so required by Railway Company, shall be encased with a steel or cast iron pipe of the same strength as the main pipe, and with threaded or leaded joints, cemented ends and iron escape pipe, for the entire distance along and across Railway Company's property. All of the pipe of Licensee on said right of way shall be laid and maintained so that the top of said pipe shall not be less than three (3) feet below the surface of the ground of said right of way. Said pipe line shall not be constructed under the right of way and tracks of Railway Company nearer than six (6) feet, on a line perpendicularly distant from any rail joint in said tracks. In refilling the trench excavated for said pipe, that portion of the same beneath the ties of said tracks shall be firmly tamped so as to form a solid sub-grade. That portion of said trench on each side of said ties shall be promptly refilled in a proper and workmanlike manner, and so as to leave no holes or obstructions therein, and so as to furnish and provide proper drainage.

THIRD. All of the work of excavating for, laying, constructing, maintaining, operating and repairing said pipe line under the right of way and tracks of Railway Company shall be done by Licensee, at Licensee's own expense, and under the direction and subject to the approval of the Roadmaster in charge of that portion of said line of Railway Company, and all expense for supervision, etc., shall be borne by Licensee. Said Roadmaster shall have full authority to direct the time and manner of doing the work, and may require Licensee to have the same done as he directs, and if Licensee fail or refuse to comply with his direction, said Roadmaster may stop the work altogether.

FOURTH. If Railway Company shall hereafter change the grade of said right of way and tracks, or either thereof, and shall not terminate this agreement on account thereof, Licensee shall thereupon reconstruct said pipe line, at Licensee's sole expense, to comply with the requirements of this grant with respect to such new grade. Upon any termination of this agreement, Licensee shall, within ten (10) days thereafter, remove said pipe line from under said right of way and tracks and restore the same to their present condition without cost or expense to Railway Company, and if Licensee shall fail so to do, Railway Company shall have the right to make such removal and restoration at the expense of Licensee, which expense shall include ten per cent (10%) to the cost of labor, and Licensee hereby agrees to promptly pay all of said expense.

FIFTH. Licensee agrees to indemnify and save harmless Railway Company from any and all loss, costs, damages and expenses that Railway Company may sustain, or for which Railway Company may become liable to third parties including loss and destruction of or damage to property, and death of or injury to persons whether caused by negligence of Railway Company or otherwise, on account or by reason of excavating for, laying, constructing, maintaining, operating or repairing said pipe line, or that Railway Company may be put to in defending against suits for damages claimed have been sustained thereby.

SIXTH. Licensee, as a further consideration for this grant, agrees to indemnify and save harmless Railway Company from any and all loss or destruction of or damage to said pipe line, and all other property of Licensee, growing out of the laying, excavating for, constructing, maintaining, operating or repairing said pipe line, whether caused by negligence of Railway Company or otherwise.

SEVENTH. Either party may terminate this agreement by giving to the other party thirty (30) days' written notice. No termination of this agreement shall release the Licensee from any liability or obligation that may have been incurred by or that may have accrued against Licensee hereunder during the term hereof.

EIGHTH. This agreement shall be binding upon and inure to the benefit of the respective heirs, executors, administrators, successors, lessees, and assigns of the parties hereto; but Licensee shall not assign or transfer this agreement, or any of Licensee's rights hereunder, without first obtaining the written consent of Railway Company thereto.

IN WITNESS WHEREOF, the said parties have executed this agreement, in duplicate, the day and year first above written.

ST. LOUIS-SAN FRANCISCO RAILWAY COMPANY,
(Party of the first part.)

ATTEST:

William
Ass't Secretary.

By

W. H. Hupp
General Manager.

ATTEST:

Harry Warner
Secretary.

UNION PUBLIC SERVICE CO.

(Party of the second part)

or
WITNESS:

By

Robert D. Larson

Title

Vice Pres

APPROVED
As to form:

H. H. Stewart
Gen'l Attorney.

Property Interests:

John H. H. H.
Land and Tax Commissioner.

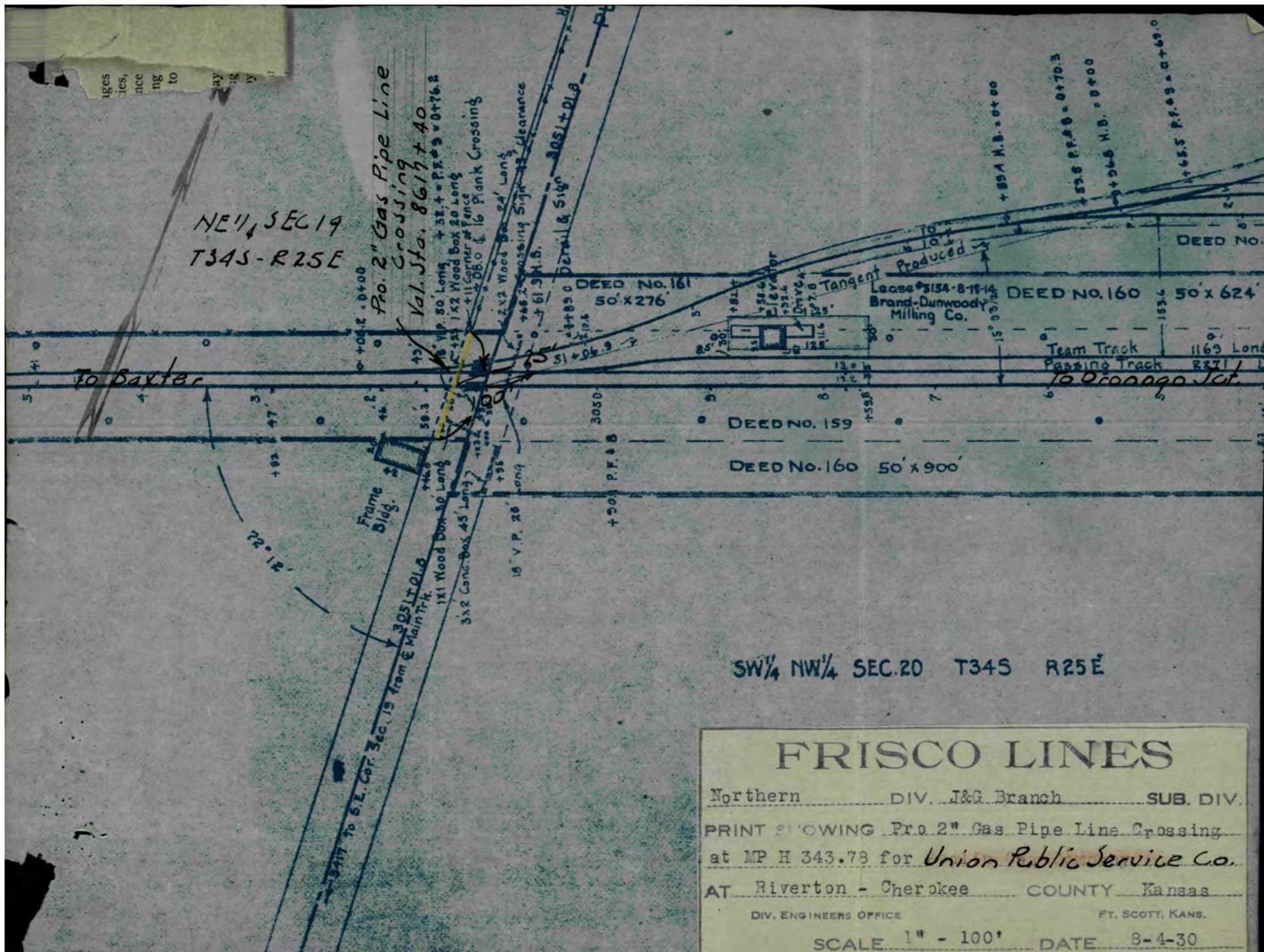
Operation:

M. D. Devano
Superintendent.

Engineering:

W. M. Matson
Division Engineer.
F. E. G. G.
Chief Engineer.

W. H. H.
ASSISTANT GENERAL MANAGER.



Wire Crossing Contract

F 33047

File 13281

THIS AGREEMENT, entered into this 12th day of March, 1934, between St. Louis-San Francisco Railway Company, a corporation, hereinafter called "Railway Company," party of the first part, and ROY MITCHELSON

a corporation organized and existing under and by virtue of the laws of the State of XXXXXX do partners, doing business under the name, style and description of XXXXXX hereinafter called "Licensee," party of the second part, the term "Licensee" referring to and including each and every of the parties of the second part hereto, WITNESSETH:

WHEREAS, Licensee is desirous of obtaining the right to construct and maintain wires for the conduct of electric current across the right of way and over wires and over tracks of Railway Company at

To extend in a southeasterly and northwesterly direction for a distance of 100 feet over the right of way and main track of the Miami Mineral Belt Railroad Company at Mile Post LA 161.5 in the northeast quarter of Section 10, Township 35 South, Range 24 East, at Hockerville, Cherokee County, Kansas, about 600 feet north-easterly from the south line of said quarter section.

which right Railway Company is willing to grant upon the terms and conditions hereinafter stated and set forth:

NOW, THEREFORE, in consideration of the premises and of the sum of One Dollar (\$1.00) in hand paid by Licensee to Railway Company, the receipt whereof is hereby acknowledged, Railway Company hereby grants to Licensee permission to construct and maintain said wires across the right of way and over wires and over tracks of Railway Company at the point above designated, upon the following terms and conditions:

1. The construction and maintenance of said wires shall be done by and at the sole expense of Licensee and in a manner satisfactory to the Superintendent of Telegraph of Railway Company. Railway Company, if it so elects, may perform such work, or any portion thereof, at the cost of Licensee.
2. Said wires shall be constructed and maintained at the point shown on the blue print marked "Exhibit A" hereto attached and made a part hereof and in accordance with specifications of the National Electrical Safety Code, Third Edition, dated October 31, 1920, hand book series of Bureau of Standards #3.
3. Licensee shall at all times keep said wires in proper condition of maintenance and repair at Licensee's own expense, and if at any time Licensee fails so to do, Railway Company, after having given ten (10) days' notice to Licensee of its intention so to do, may, at the sole cost of Licensee, either make such repairs as it deems necessary or, at its option, wholly remove said wires from said right of way.
4. If said wires, or any of them, as constructed or maintained, shall at any time in the opinion of Railway Company interfere with the maintenance or operation of the railroad, or the telegraph, telephone or other wires, or any of them, constructed on right of way of Railway Company, Licensee shall, at Licensee's own expense, on notice from Railway Company so to do, immediately raise or lower, change or alter, improve, repair, or renew said wires, or any of them, in such manner as may be prescribed by the Superintendent of Telegraph of Railway Company, or if the construction or maintenance of said wires, or any of them, shall require any change or alteration in the location or arrangement, or otherwise, of the telegraph, telephone or other wires aforesaid on said right of way, or any of them, such change or alteration shall be made by Railway Company at the cost of Licensee. If Licensee should fail to comply with any of the provisions of this paragraph, Railway Company shall have the option, at the expense of Licensee, either to do said work or to wholly remove Licensee's wires from said right of way.

Should Railway Company, at its election, by reason of the default of Licensee or otherwise, perform any work which Licensee is obligated hereunder to perform, there shall be added to the expense of such work so performed by Railway Company, ten (10) per cent to labor to cover supervision, accounting and use of tools, and also freight charges on material from point of origin to the nearest freight station at regular tariff rates.

6. If Licensee shall at any time discontinue the use of said wires, or any of them, Licensee shall at once, at Licensee's own expense, remove the same from said right of way and restore said right of way to a condition satisfactory to Railway Company, and in the event of Licensee's failure so to do, Railway Company may make such removal and restoration at the expense of Licensee.

7. If at any time Railway Company shall desire to have the location of said wires, or any of them, changed, Licensee shall, within ten (10) days after written notice given to it by Railway Company, change the location of said wires in accordance with said notice and without expense to Railway Company, and in the event of Licensee's failure so to do Railway Company may, at Licensee's expense, wholly remove said wires from said right of way.

8. Said wires shall be used for the sole purpose of conveying electric current at a potential not to exceed 110 volts for light and power purposes.

9. Licensee shall and will at all times hereafter indemnify, protect and save harmless Railway Company from and against all loss, damage, cost, charges and expenses whatsoever which it may suffer, sustain or in any wise be subjected to, either on account of damage to property of Licensee or property in Licensee's custody, or injury to or death of any of the employees of Licensee, or others, or on account of damage to property of Railway Company, or property in its custody, or injury to or death of any of the employees or passengers of Railway Company, or others, or loss of or damage to the property of any other person or persons, corporation or corporations, arising out of, resulting from, or in any manner caused by the construction, maintenance, use, repair, renewal or removal of said wires, or any of them.

10. Railway Company may terminate this license at any time on thirty (30) days' written notice thereof to Licensee, at the expiration of which time all rights and privileges herein granted to Licensee shall at once cease and determine, and Licensee shall, at Licensee's own expense, remove said wires and all other property of Licensee from said right of way, and in the event of Licensee's failure so to do, Railway Company shall have the right to remove the same at the sole expense of Licensee.

11. As a condition precedent to the exercise by Licensee of the permission and authority herein granted, Licensee shall pay to Railway Company, in advance, the sum of Ten Dollars (\$10.00) for each wire line proposed to be constructed over, along or across the right of way of Railway Company under this agreement, plus a sum at the rate of One Dollar (\$1.00) for each one hundred (100) feet, or fraction thereof, of right of way to be occupied by said wires in excess of the first one hundred (100) feet.

12. In the event the location of said wires across Railway Company's right of way requires the location of poles on said right of way, and Railway Company shall consent thereto, then each and every of the terms, conditions and provisions hereof concerning said wires shall also apply to any and all such poles of Licensee.

13. Except as otherwise provided in paragraph 11 hereof, all sums payable by Licensee to Railway Company hereunder shall be paid within fifteen (15) days after presentation of bill therefor to Licensee.

14. Licensee hereby accepts the license herein granted on the terms and conditions hereinabove contained.

15. This agreement shall be binding upon and inure to the benefit of the successors, lessees and assigns of Railway Company and the respective successors, heirs, executors, administrators and assigns of Licensee, but Licensee shall have no right to sell, assign or transfer this agreement, or any interest herein, without first obtaining the written consent of Railway Company thereto.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be duly executed the day and year first herein above written.

Attest:

ST. LOUIS-SAN FRANCISCO RAILWAY COMPANY

By

GENERAL MANAGER.

Ass't Secretary.

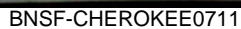
By

Its

ATTEST:

Secretary.

WITNESS:



F33442-01

Cincinnati, Ohio,
May 7, 1932.

St. Louis-San Francisco Railway Co.,
St. Louis, Missouri.

Gentlemen:

Referring to that certain agreement entered into on the 7th day of January, 1932 between the St. Louis-San Francisco Railway Company, a Missouri Corporation, as party of the first part, and The Eagle-Picher Mining & Smelting Company, a Delaware Corporation, as party of the second part, granting certain trackage rights and privileges, and in order to clarify certain provisions of said agreement, and to make same more clearly express the intention of the parties, it is proposed by The Eagle-Picher Mining & Smelting Company that said agreement be amended in certain particulars as follows, to-wit:

Paragraph I, Line Twelve thereof, by striking the words "from its" and in lieu thereof inserting the words "owned by it at".

Paragraph II, Section One, Line Four of said Section, by striking the words "of Mining Company", and further, same Paragraph and Section, in Line Twelve, by striking the words "of Mining Company", and further, in Section Two of Paragraph II, Line Five, by striking the words "of Mining Company", also Paragraph II, Section Two, Line Five, by striking the words "of Mining Company".

It is further proposed that the contract stand amended as above suggested upon the endorsement of your acceptance and approval hereon as fully and completely as if the suggested additions and eliminations had been incorporated in the original contract and without further formality in the premises.

THE EAGLE-PICHER MINING & SMELTING COMPANY

By *W. B. Bandel*
President.

ATTEST:

Joseph Humphreys
Secretary.

Accepted and approved.

ATTEST:

W. D. Humphreys
Asst Secretary.

ST. LOUIS-SAN FRANCISCO RAILWAY COMPANY.

By *W. D. Humphreys*

VICE-PRESIDENT

FILE WITH CONTRACT NO. 33442

ST. LOUIS, MO.
MAY 21 1932
SECRETARY & TREASURER

Copies to:
Pres.
V.P. - Trf.
Compt.
L. & P. Comr.
Chf. Engr.
Genl. Mgr.
Genl. Dir. Ad.
Supt. Nor. Div.
Div. & Store Dept.
7/11/32
A. H.

F 33442-02

It is mutually agreed between J. M. KURN AND JOHN G. LONSDALE, TRUSTEES, ST. LOUIS-SAN FRANCISCO RAILWAY COMPANY, DEBTOR, (hereinafter called "Trustees") and THE EAGLE-PICHER MINING & SMELTING COMPANY, a Delaware Corporation, (hereinafter called "second party") that, effective October 1, 1933, that certain written agreement dated January 7, 1932, as amended by that certain supplemental agreement dated May 7, 1932, both entered into between St. Louis-San Francisco Railway Company and second party, granting second party the right, upon the terms and conditions therein stated, to operate its engines, trains and cars with its own engines and train crews over and upon certain trackage of said St. Louis-San Francisco Railway Company therein more particularly described and referred to and located in Ottawa County, Oklahoma, and Cherokee County, Kansas, and that certain agreement dated February 28, 1933, between J. M. Kurn and John G. Lonsdale, as Receivers of the railroad and property of St. Louis-San Francisco Railway Company, and second party, granting second party the right to construct and maintain a portion of a certain connecting track between said Railway Company's "Beaver Spur" and the main line of Northeast Oklahoma Railroad in Ottawa County, Oklahoma, and made a part hereof by reference, shall, subject to the terms and provisions thereof, be and continue in effect as agreements between said Trustees, their successor trustee or trustees, and second party, during the period that said Trustees, their successor trustee or trustees, shall be in possession of and operate the railroad and property of said St. Louis-San Francisco Railway Company, Debtor.

Executed, in duplicate, October 31st, 1933.

J. M. KURN AND JOHN G. LONSDALE, TRUSTEES,
ST. LOUIS-SAN FRANCISCO RAILWAY COMPANY, DEBTOR,

By

W. H. Korman
Chief Operating Officer.

THE EAGLE-PICHER MINING & SMELTING COMPANY,

By

Howe Potts
Vice-President.

ATTEST:

John G. Lonsdale
Secretary.

G. Mohler

ST. L. & S. F. RY. CO.
ST. LOUIS, MO.
NOV 2 1933
SECRETARY & TREASURER

7-10-32

In The
DISTRICT COURT OF THE UNITED STATES
FOR THE EASTERN DISTRICT OF MISSOURI,
EASTERN DIVISION.

HOBBS WESTERN COMPANY,

Plaintiff,

v.

ST. LOUIS-SAN FRANCISCO RAILWAY COMPANY,

Defendant.

In Equity

No. 10165

ELECTION OF RECEIVERS TO ADOPT A CERTAIN CONTRACT BETWEEN DEFENDANT, ST. LOUIS-SAN FRANCISCO RAILWAY COMPANY, AND THE EAGLE-PICHER MINING & SMELTING COMPANY, A DELAWARE CORPORATION, RELATING TO THE USE BY THE LAST NAMED COMPANY OF CERTAIN TRackage OF THE DEFENDANT IN OTTAWA COUNTY, OKLAHOMA, AND CHEROKEE COUNTY, KANSAS.

The undersigned, Receivers in the above entitled cause, pursuant to provisions of the order appointing them Receivers, hereby elect to adopt or continue in force during the period of the receivership in the above entitled cause that certain written agreement dated January 7, 1932, as amended by that certain supplemental agreement dated May 7, 1932, both entered into between the defendant, St. Louis-San Francisco Railway Company, and The Eagle-Picher Mining & Smelting Company, a Delaware corporation, whereby said St. Louis-San Francisco Railway Company granted to said The Eagle-Picher Mining & Smelting Company, the right, upon the terms and conditions therein stated, to operate its engines, trains and cars with its own engine and train crews over and upon certain trackage of said St. Louis-San Francisco Railway Company therein more particularly described and referred to and located in Ottawa County, Oklahoma, and Cherokee County, Kansas.

Filed Dec. 8, 1932

(Signed)

J. M. Kurn

John G. Lonsdale

Receivers.

Dated *December 8*, 1932.

1203

F-33442-03

THIS AGREEMENT, entered into, in duplicate, this 30th day of September, 1939, between J. M. KURN AND JOHN G. LONSDALE, TRUSTEES, ST. LOUIS-SAN FRANCISCO RAILWAY COMPANY, DEBTOR, herein- after called "Trustees", parties of the first part, and THE EAGLE- PICHER MINING & SMELTING COMPANY, a Delaware corporation, herein- after called "Mining Company", party of the second part; WITNESSETH:

RECITALS:

A certain agreement in writing, bearing date January 7, 1932, was entered into between St. Louis- San Francisco Railway Company and Mining Company, whereby said Railway Company granted to Mining Company, upon the terms and conditions and for the period speci- fied in said agreement, the right to operate the engines, cars and trains of Mining Company with its own engine and train crews and at its sole cost over and upon certain trackage of said Railway Company in Ottawa County, Oklahoma, and Cherokee County, Kansas, in said agreement referred to and described, and to use said trackage for the purpose of hauling upon its cars and trains certain rock owned by Mining Company to its Central Mill located in Ottawa County, Oklahoma; and that certain modifying and supplementing contracts have since such date been entered into by and between the parties hereto; reference to said original contract and said supplemental and modifying contracts is hereby made for their terms and provisions.

That said contract of January 7, 1932, in Article II, Paragraph 2, thereof obligates and binds said The Eagle- Picher Mining & Smelting Company as follows:

"2. To ship outbound from its said Central Mill and route over the lines of railroad of Railway Company and its connections from said mill to destin- ations all milled products or concentrates milled or produced by Mining Company at its said Central Mill from rock hauled to said mill from said mines over or upon said trackage of Railway Company under this agreement; provided that the freight rates on such milled products or concentrates at the time in effect via the lines of railroad of Railway Company and its connections between said Central Mill of Mining Company and said destinations shall not exceed the freight rates thereon between said points via other railroad routes."

The parties hereto mutually desire to modify and amend said paragraph of said Basic Contract as herein after provided.

NOW, THEREFORE, in consideration of the premises and in furtherance of the purposes of Basic Contract, it is hereby agreed by and between the parties hereto as follows:

1. The said Article II, Paragraph 2, of Basic Contract is hereby modified and amended to read as follows:

"2. To ship outbound from its Central Mill or deliver to Railway Company at its connections at Columbus, Kansas, Baxter Springs, Kansas, or Miami, Oklahoma, with lines serving said Central Mill, and route over the lines of railroad of Railway Company and its connections from said mill or said connections at Columbus~~Miami~~~~Baxter~~ to destinations, in the aggregate total, all milled products or concentrates milled or produced by Mining Company at its Central Mill from rock hauled to said mill from said mines over or upon said trackage of Railway Company under this agreement; provided that the freight rates on such milled products or concentrates at the time in effect via the lines of railroad of Railway Company and its connections between said Central Mill of Mining Company and said destinations shall not exceed the freight rates thereon between said points via other railroad routes."

2. This agreement shall take effect upon the date hereof, and shall ipso facto terminate as to the Trustees, their successor trustee or trustees, upon the date that possession of the railroad and property of said St. Louis~~San~~ Francisco Railway Company by Trustees, or their successor trustee or trustees, shall cease. This agreement is supplemental to and amendatory of Basic Contract, and Basic Contract as herein supplemented and amended shall continue in force as therein provided.

IN WITNESS WHEREOF, the parties hereto have executed this agreement the day and year first above written.

J. M. KURN AND JOHN G. LONSDALE, TRUSTEES,
ST. LOUIS-SAN FRANCISCO RAILWAY COMPANY,
DEBTOR,

REGISTERED:

W. Humphreys
For Treasurer.

By H. H. Harnsey
Their Chief Operating Officer.

THE EAGLE-PICHER MINING & SMELTING COMPANY,

By How. Pette

ATTEST:

Its Vice-President.

John Campbell
Assistant Secretary.

ST. LOUIS-SAN FRANCISCO RAILWAY COMPANY hereby consents
to the execution of the above and foregoing agreement.

Dated October 7th, 1939.

ST. LOUIS-SAN FRANCISCO RAILWAY COMPANY,

By John
Vice-President.

ATTEST:

W. Humphreys
ASS'T. Secretary.

13

APPROVED AS TO FORM

A. P. Stewart
GENERAL ATTORNEY

7351
ST. L. & S. F. CO.
ST. LOUIS, MO.
OCT 11 1939
SECRETARY & TREASURER

F33442-04

THIS AGREEMENT, entered into, in duplicate, this 14th
day of June, 1948, between ST. LOUIS-SAN FRAN-
CISCO RAILWAY COMPANY, a Missouri corporation, hereinafter called
"Railway Company", party of the first part, and THE EAGLE-PICHER
MINING & SMELTING COMPANY, a Delaware corporation, hereinafter
called "Mining Company", party of the second part; WITNESSETH:

RECITALS:

There is now in effect between the parties hereto that certain agreement in writing, hereinafter referred to as "Basic Contract", (SF Secretary's No. 33442) bearing date January 7, 1932, as modified and amended by certain subsequent agreements in writing, whereby Railway Company granted Mining Company the right to operate its engines, cars and trains upon and over certain trackage of Railway Company in Ottawa County, Oklahoma, and Cherokee County, Kansas, for the purpose of hauling rock to its Central Mill in Ottawa County, Oklahoma, as in said agreement, as modified and amended, provided, reference to which is hereby made. By Article II, Paragraph 1, of said Basic Contract, Mining Company agreed to pay to Railway Company one cent (1¢) per ton of two thousand (2,000) pounds, but not less than thirty cents (30¢) per car, of rock hauled by Mining Company over said trackage of Railway Company. By mutual consent, the parties have agreed to modify said Article II, Paragraph 1, so as to provide for the payment by Mining Company to Railway Company of one and one-half cents (1½¢) in lieu of one cent (1¢) per ton of two thousand (2,000) pounds, and not less than forty-five cents (45¢) in lieu of thirty cents (30¢) per car, of rock hauled by Mining Company, effective by relation back on April 1, 1948, as hereinafter expressed.

NOW, THEREFORE, in consideration of the premises and in furtherance of the purposes of said Basic Contract, it is hereby agreed by and between the parties hereto as follows:

1. That said Basic Contract, as modified and amended, be and the same is hereby further modified and amended by striking out

Paragraph 1 of Article II thereof, and substituting in lieu thereof the following Paragraph 1:

"1. To pay to Railway Company one and one-half cents (1½¢) per ton of two thousand (2,000) pounds, but not less than forty-five cents (45¢) per car, of rock hauled over or upon said trackage of Railway Company from said mines to its said Central Mill under this agreement. Payments under this paragraph shall be made by Mining Company monthly within twenty (20) days after receipt of bills. Not later than the fifth day of each calendar month, Mining Company shall furnish to the Superintendent of Railway Company in charge of the territory of Railway Company covered by this agreement, a detailed statement showing separately for cars loaded with sixty thousand (60,000) pounds or more, and for cars loaded with less than sixty thousand (60,000) pounds, the total number of tons, based on two thousand (2,000) pounds per ton, and the total number of cars of rock hauled over said trackage of Railway Company from said mines to its said Central Mill under this agreement on each day of the next preceding calendar month."

2. Except as herein expressly modified and amended, said Basic Contract, as modified and amended, shall continue in full force and effect.

3. This supplemental agreement shall take effect by relation back on April 1, 1948, and unless sooner terminated shall ipso facto terminate upon the termination of said Basic Contract.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed the day and year first above written.

ST. LOUIS-SAN FRANCISCO RAILWAY COMPANY,

By

President

ATTEST:

Secretary.

THE EAGLE-RICHER MINING & SMELTING COMPANY,

By

ATTEST:

Secretary.

APPROVED AS TO FORM
[Signature]
GENERAL ATTORNEY.

APPROVED: *[Signature]*
Superintendent

APPROVED: *[Signature]*
Chief Engineer.

APPROVED: *[Signature]*
GENERAL MANAGER

Approved as to property interests
[Signature]
Land and Tax Commissioner.

APPROVED: *[Signature]*
Vice President.

ST. L. & S. F. RY. CO.
ST. LOUIS, MO.
JUN 16 1948
ASST. SECRETARY

7010

F 33442

THIS AGREEMENT entered into, in duplicate, this 7th day of January, 1932, between ST. LOUIS-SAN FRANCISCO RAILWAY COMPANY, a Missouri corporation, hereinafter called "Railway Company," party of the first part, and THE EAGLE-PICHER MINING & SMELTING COMPANY, a Delaware corporation, hereinafter called "Mining Company," party of the second part; WITNESSETH:

I.

Railway Company, in consideration of the covenants and agreements on the part of Mining Company to be kept and performed as hereinafter provided, hereby grants to Mining Company, the right, during the term and subject to the conditions, limitations and provisions of this agreement, to operate the engines, trains and cars of Mining Company with its own engine and train crews and at its sole cost, over and upon the trackage of Railway Company in Ottawa County, Oklahoma, and Cherokee County, Kansas, more particularly referred to on Exhibit "A", and shown in yellow on the blue print marked Exhibit "B", both of which Exhibits are hereto attached and made a part hereof. Mining Company shall have the right to use said trackage for the purpose of hauling upon its cars and trains rock from its mines located at points upon said trackage to its Central Mill which will be located in Section 31, Township 29 North, Range 23 East, in Ottawa County, Oklahoma, and for the purpose of returning empty cars from said mill to said mines, and Mining Company shall have no right to use said trackage for any other purpose.

It is understood and agreed that Mining Company may, from time to time during the term hereof, contract with other persons or corporations to furnish engines and cars and to perform the transportation service herein referred to for and on behalf of Mining

Company, and, if acceptable to and approved by Railway Company, such persons or corporations shall have the right to exercise for and on behalf of Mining Company the rights herein granted to Mining Company. Mining Company shall at no time employ or contract with any person or corporation as aforesaid who shall not be acceptable to and approved by Railway Company.

The right herein granted to Mining Company shall at all times be subordinate to the superior right of Railway Company to use said trackage in the operation of its railroad.

II.

Mining Company, in consideration of the aforesaid grant to it, hereby covenants and agrees:

1. To pay to Railway Company one cent (1¢) per ton of two thousand (2,000) pounds, but not less than thirty cents (30¢) per car, of rock hauled over or upon said trackage of Railway Company from said mines of Mining Company, to its said Central Mill under this agreement. Payments under this paragraph shall be made by Mining Company monthly within twenty (20) days after receipt of bills. Not later than the fifth day of each calendar month Mining Company shall furnish to the Superintendent of Railway Company in charge of the territory of Railway Company covered by this agreement, a detailed statement of the total number of tons, based on two thousand (2,000) pounds per ton, and the total number of cars, of rock hauled over said trackage of Railway Company from said mines of Mining Company to its said Central Mill under this agreement on each day of the next preceding calendar month.

2. To ship outbound from its said Central Mill and route over the lines of railroad of Railway Company and its connections from said mill to destinations all milled products or concentrates milled or produced by Mining Company at its said Central Mill from rock hauled to said mill from said mines of Mining Company over or upon said trackage of Railway Company under this agreement; provided that the freight rates on such milled products or concentrates at the time in effect via the lines of railroad of Railway Company and its connections between said Central Mill of Mining Company and said destinations shall not exceed the freight rates thereon between said points via other railroad routes.

3. That Mining Company and its contractors, in the operation of its or their engines, trains and cars over said trackage of Railway Company will comply with all laws, rules and regulations made by lawful authority, Federal, State or Municipal, governing the construction, equipment, renewal, maintenance, inspection and operation of, and the method of operating, engines, trains and cars; and Mining Company hereby agrees to indemnify, protect and save harmless Railway Company of and from all damages, costs, expenses, penalties, fines, judgments, decrees and punishments on account of each and every failure of Mining Company, or its contractors, to comply with such laws, rules and regulations, or the operation by Mining Company, or its contractors, of any engines, trains or cars over said trackage of Railway Company in violation of any such laws, rules or regulations, the judgment or decree of any court in any case to the contrary notwithstanding.

4. Mining Company will assume and hereby agrees to release,

indemnify, protect and save harmless Railway Company from and against all liability, loss, damage, cost and expense:

(a) resulting from loss or destruction of or damage to property by fire set out or communicated from any engines, trains or cars operated by Mining Company, or any of its contractors, over or upon said trackage of Railway Company. Whenever any bridge, ties, fences, right of way or other property adjacent to said trackage covered by this agreement is damaged or injured by fire and it shall be made to appear that the train or engine of Mining Company, or any of its contractors, was the last train or engine to pass over the portion of said trackage where such injury or damage occurred, before the discovery of such fire or fire damage, it shall be presumed that the injury or damage was caused by the engine or train of Mining Company, and Mining Company shall pay to Railway Company the cost of replacing or rebuilding, or discharging and satisfying liability for, such injury or damage; provided that if it shall thereafter be made to appear to the satisfaction of Railway Company that such injury or damage was due to some cause other than the operation of the trains or engines of Mining Company, or any of its contractors, or the negligence of the Mining Company, or any of its contractors, or the employees, agents or servants of the Mining Company, or any of its contractors, Railway Company will reimburse Mining Company for the amount paid in such instance;

(b) resulting from death of or injury to persons, loss or destruction of or damage to property of whatsoever character and to whom soever belonging, caused by or incident to the operation by Mining Company, or any of its contractors, of any engines, trains and cars upon and over said trackage of Railway Company when due to any acts or omissions, negligent or otherwise, of Mining Company, or any of its contractors, or any agents, servants or employees of Mining Company, or of any of its contractors.

III.

It is further agreed by and between the parties hereto as follows:

1. All engines, trains and cars operated by Mining Company, or any of its contractors, upon the trackage of Railway Company shall be operated under the supervision and control of the Superintendent or Chief Dispatcher of Railway Company in charge of said lines of railway,

subordinate, however, to the superior right of Railway Company to use said trackage, and subject to such reasonable rules, schedules and regulations as Railway Company may from time to time prescribe. All employes in charge of or operating the engines, trains and cars of Mining Company, or of any of its contractors, shall at all times while operating the same on said trackage of Railway Company be subject to the rules, regulations and discipline of Railway Company, and Mining Company hereby expressly obligates itself to require said employes, and each of them, to obey and comply with all such rules, regulations and discipline.

2. The plant tracks of Mining Company are connected with said trackage of Railway Company. Whenever any of the engines, trains and cars of Mining Company, or any of its contractors, shall be operated by it to or from any of said trackage of Railway Company, Mining Company, or its contractors, shall immediately before such passage open the switches and immediately after such passage close and lock the switches so that said trackage of Railway Company shall be clear for the operation of Railway Company's engines, cars and trains.

3. In the event any of the engines, trains or cars operated by Mining Company, or any of its contractors, shall be derailed or wrecked on said trackage of Railway Company, Mining Company shall, at its sole cost and expense, immediately pick up, rerail and remove such derailed or wrecked equipment, and immediately repair to the satisfaction of Railway Company, all damage to said trackage and its appurtenances resulting from such derailment or wreck; and upon failure of Mining Company so to do, Railway Company shall have the right to do such work at the cost of Mining Company; provided, however, that Railway Company

may, at its option, immediately pick up any such derailed or wrecked equipment and make necessary repairs to said trackage and appurtenances at the cost of Mining Company. To the cost of any of such work done by Railway Company at the cost of Mining Company there shall be added ten per cent. (10%) thereof to cover supervision, accounting and use of tools, and there shall also be added freight charges on material at regular tariff rates. Mining Company agrees to reimburse Railway Company for all such expense incurred by Railway Company in the doing of any such work within twenty (20) days after rendition of bill therefor.

4. Mining Company, or any of its contractors, shall have no claim or cause of action against Railway Company on account of damages suffered or incurred by Mining Company, or any of its contractors, caused by or resulting from any defects in the construction, maintenance, repair or renewal of said trackage of Railway Company; and Railway Company shall not be liable to Mining Company, or any of its contractors, for any damages on account of any inability of Mining Company, or any of its contractors, to operate its or their engines, cars or trains over said trackage caused by the condition of said trackage or the right of way upon which the same is situate, or the fences, cattle guards, crossings, structures, buildings and appurtenances of every kind and description of Railway Company, or by reason of any strike or labor trouble with or among the employees of Railway Company, or otherwise; and Mining Company hereby releases and agrees to indemnify, protect and save harmless Railway Company from and against any and all such damages.

5. Loss or damage on account of injury to or death of persons, or loss or destruction of or damage to property and consequent costs and expenses, caused by the joint or concurring negligence of Railway Company and Mining Company or of Railway Company and any contractor of Mining Company, shall be assumed and paid, as between the parties hereto, as follows: Each party hereto shall assume and pay all loss or damage and consequent costs or expenses on account of injury to or death of its own employes and persons upon its engines, trains or cars, and on account of loss or destruction of or damage to its own property and property upon its engines, trains or cars; Mining Company shall assume and pay all loss or damage and consequent costs and expenses on account of injury to or death of any of its contractors, or the agents, servants or employes thereof, and persons upon the engines, trains or cars operated upon said trackage by any of its contractors, and on account of loss or destruction of or damage to the engines, trains or cars operated upon said trackage by any of its contractors and property thereon and property owned by or in the possession of any of its contractors or the agents, servants or employes thereof; loss or damage so caused to other persons and their property and consequent costs and expenses shall be assumed and paid equally by the parties hereto.

6. Mining Company shall handle, settle and adjust all claims for loss or damage for which Mining Company has assumed liability under this agreement, and shall procure and furnish to Railway Company a release or acquittance in favor of Railway Company for any loss or damage which Mining Company is required to settle hereunder, which release shall be of such form and executed in such manner as shall meet the approval of Railway Company.

7. Railway Company shall have the right to handle, settle and

adjust all claims for loss or damage on account of injury to or death of persons, loss or destruction of or damage to property, for which the parties hereto are jointly liable hereunder provided that Railway Company shall not voluntarily pay in settlement or compromise of any one such claim more than One Thousand Dollars (\$1,000.00) without first securing the written consent of Mining Company thereto.

8. Mining Company shall furnish in writing to Railway Company, promptly after the occurrence thereof, full and detailed information, together with the names and addresses of witnesses, concerning any injury to or death of persons, loss or destruction of or damage to property, occurring or resulting from or in connection with the operation of engines, trains or cars of Mining Company, or any of its contractors, under this agreement.

9. In case a suit or suits shall be commenced against Railway Company on account of any injury to or death of any persons or injury or loss or destruction of or damage to property, for which Mining Company is liable or bound to make payment under this agreement, Railway Company shall give to Mining Company notice in writing of the pendency of such suit, and thereupon Mining Company shall assume the defense of such suit, and shall hold harmless Railway Company from all loss, damage, payment and expense by reason thereof. Mining Company shall not be concluded by any judgment against Railway Company in any such suit or suits unless Mining Company shall have had reasonable notice that it was required to defend and reasonable opportunity to defend. When such notice and opportunity shall have been given, Mining Company shall be concluded by the judgment as to all matters which could have been litigated in such suit or suits.

10. The books and records of Mining Company pertaining to rock hauled by Mining Company, or any of its contractors, over and upon said

trackage of Railway Company from the mines of Mining Company located on said trackage to said Central Mill of Mining Company, and pertaining to shipments of milled products or concentrates outbound from said mill of Mining Company to destinations shall at all reasonable times during business hours be open to inspection and examination of the duly authorized representatives of Railway Company, who shall have the right to make copies or extracts of such books or records.

11. All payments to be made by Mining Company to Railway Company hereunder shall be made within twenty (20) days after rendition of bills therefor by Railway Company.

12. In the event Mining Company shall fail to pay any sum required to be paid by it at the times and in the manner herein provided, or in the event Mining Company shall fail to faithfully keep or perform any of the promises, covenants, conditions or stipulations herein required of it to be kept or performed, and such failure, in either event, shall continue for a period of ten (10) days after Railway Company shall have served written notice upon Mining Company calling attention to such failure and requesting performance, then upon the expiration of ten (10) days after the service of any such written notice by Railway Company upon Mining Company, Railway Company shall have the right to terminate this agreement and all rights herein granted to Mining Company upon thirty (30) days' written notice to Mining Company of intention so to do; and Mining Company shall have no claim or demand upon Railway Company by suit at law or otherwise on account of the termination of this agreement by Railway Company as aforesaid. Railway Company may waive any such default or failure on the part of Mining Company, but no action of Railway Company in waiving any such default or failure shall extend to or be taken to affect any subsequent default

or failure on the part of Mining Company or impair the rights of Railway Company resulting therefrom.

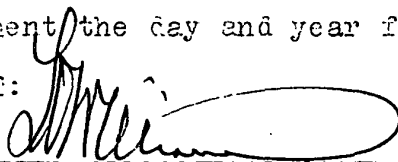
13. Mining Company shall have the right to terminate this agreement upon written notice to Railway Company in the event Mining Company shall at any time abandon or permanently cease to operate its said Central Mill.

14. This agreement shall take effect on the date hereof, and, subject to termination as hereinbefore provided, shall remain in full force and effect for a term of ten (10) years from said date, and thereafter until terminated as it may be at any time after the expiration of said ten (10) years by either party hereto serving upon the other party thirty (30) days' written notice of intention to terminate the same.

15.- This agreement shall inure to the benefit of and bind the successors, lessors, lessees and assigns of the parties hereto, respectively, provided that Mining Company shall have no right to sell, assign or transfer this agreement, or any rights herein granted to it, without first obtaining the written consent of Railway Company executed by its President or one of its Vice-Presidents.

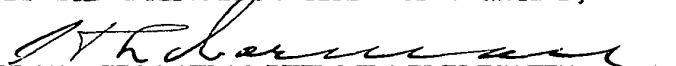
IN WITNESS WHEREOF, the parties hereto have executed this agreement the day and year first above written.

ATTEST:

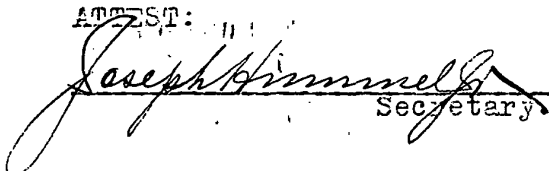

Secretary.

ST. LOUIS-SAN FRANCISCO RAILWAY COMPANY,

By


Vice-President.

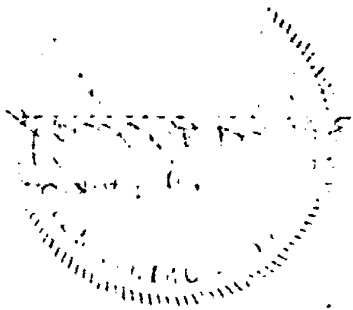
ATTEST:


Secretary.

THE EAGLE-PICHER MINING & SMELTING COMPANY,

By


President.



APPROVED AS TO

W. Mohr

GENERAL ATTORNEY

ST. L.-S. F. RY. CO.

ST. LOUIS, MO.

JAN 11 1932

SECRETARY & TREASURER

7351

EXHIBIT "A"

Exhibit A

F33442

Tracks of St. Louis-San Francisco Railway Company
to be used by The Eagle-Picher Mining & Smelting Company.

MilesMAIN TRACK

Quapaw, Okla., to Baxter Junction, Kansas

11.09

Side Tracks and SpursMap
Index

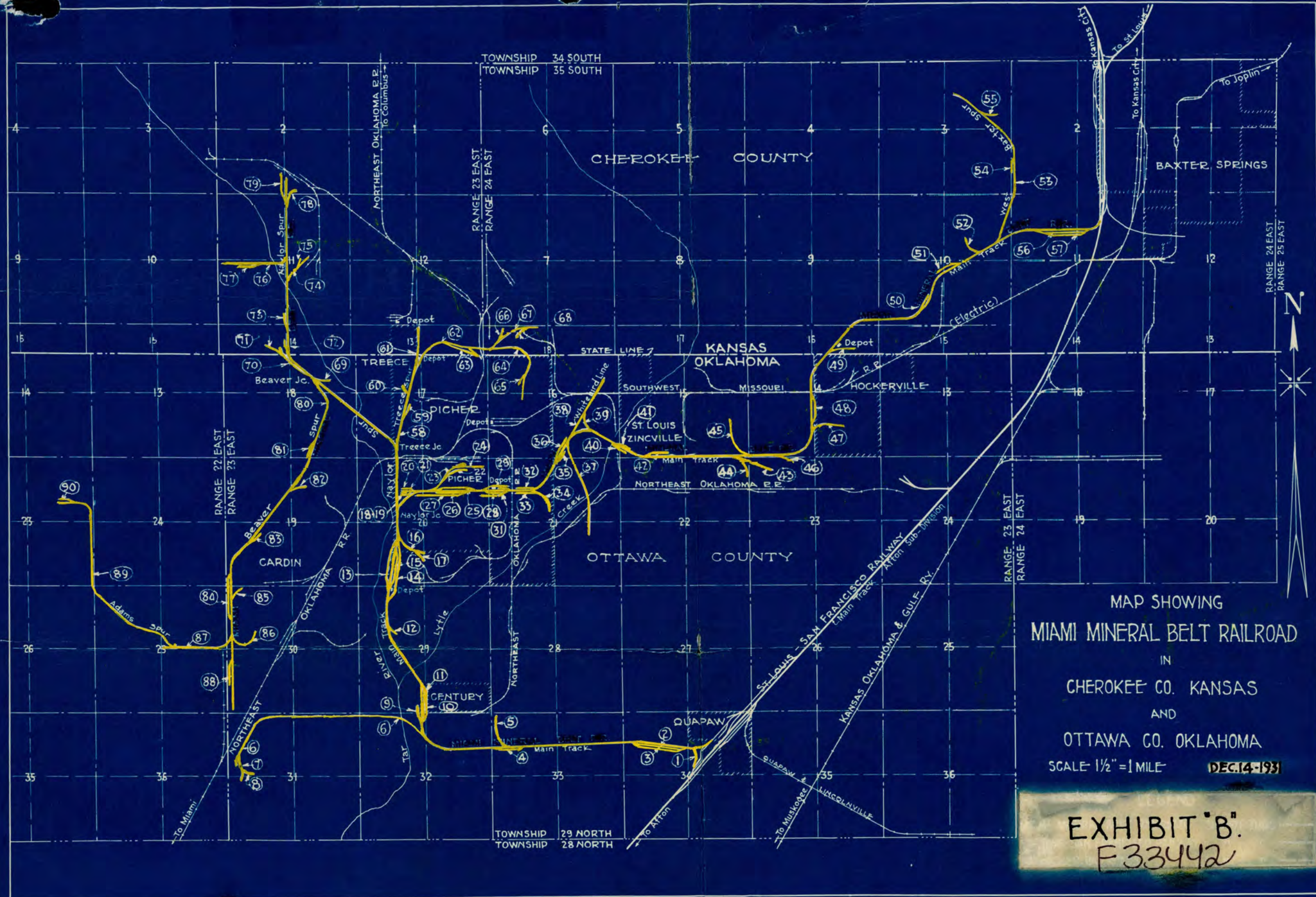
No. Lineal Feet Miles

1	South Leg Wye Quapaw	1105
2	Interchange Track No. 1 Quapaw	2708
3	" " 2 "	2505
4	Luckey Spur	917
5	Skelton Spur	1706
6	Spur to New Mill	8785
7	Run-around Track at New Mill	1250
8	Ore Track Connection at New Mill	470
9	Ramage Spur Century	478
10	Passing Track "	1278
11	House Track "	1698
12	Rialto Spur	714
13	Passing Track Grandin	1685
14	House Track "	1120
15	Ore Track "	1498
16	Golden Rod Spur No. 1	1477
17	Golden Rod Spur No. 2	1022
18	Coal Track Picher	497
19	Engine Track No. 1. Picher	773
20	Engine Track No. 2 "	202
21	Rip Track "	567
22	Chatt Track "	2050
23	Netta Team Track "	1443
24	Everett Team Track "	1025
25	Rip (church) Track	1241
26	Gilmore Spur Track No. 1 Picher	756
27	Gilmore Spur Track No. 2 "	1164
28	House Track "	1074
29	Passing Track "	1028
30	Coach Track "	438
31	Team Track "	1026
32	Standard Coal Spur "	558
33	Picher Connection	697
34	Mohutska Spur	1500
35	East Team Track Magnolia	864
36	West Team Track "	1382
37	Cosmos Jeff Midnite	3755
38	White Bird Spur	2201
39	East Leg Wye Track Zincville	1137
40	Underwriters Spur	650
41	Team Track North Zincville	444
42	Team Track (Beck)	1316
43	Texas Spur	1446
44	Indiana Spur	587
45	Huttig Spur No. 1	2207
46	Santa Fe Spur	380

Side Tracks and Spurs
(continued)

Map Index No.	Name of Track or Spur	Lineal Feet	Miles
47	Luckey Jennie Spur	1627	
48	South Passing Track Hockerville	1432	
49	Luckey O.K. Spur	1392	
50	Queen Esther Spur	619	
51	Ballard Spur No. 1	738	
52	Ballard Spur No. 2	787	
53	West Baxter Lead	6838	
54	Hartley Spur	421	
55	Velie Leopard Spur	984	
56	Storage Track No. 1 Baxter Springa	2298	
57	Storage Track No. 2 Baxter Springs	2042	
58	Treece Spur	3965	
59	Dorthy Bill Spur	960	
60	Ohimo Spur	371	
61	Treece House Track	1907	
62	Blue Diamond Spur	2444	
63	Blue Diamond Team Track	426	
64	Commonwealth Spur	4312	
65	Victor Metal Spur	442	
66	Vinegar Hill Spur	1743	
67	Century Spur No. 1	1769	
68	Century Spur No. 2	539	
69	Gordon Mine Spur	689	
70	Monarch Spur in Oklahoma	1045	
71	Monarch Spur in Kansas	547	
72	Lawyers Spur	525	
73	Robinson Spur	550	
74	King Tut Spur No. 1	1355	
75	King Tut Spur No. 2	404	
76	King Brand Spur	3678	
77	King Brand Team Track	530	
78	Muncie Spur	1144	
79	Northern Mine Spur	1214	
80	Beaver Spur	15398	
81	Fouch Spur	430	
82	Ann Beaver Spur	914	
83	Velie Lion Spur	507	
84	Beaver Team Track	792	
85	Kettie Team Spur	845	
86	Ritz Team	3065	
87	Chapman-Goodeagle Spur	2739	
88	South Side Team	757	
89	Adams Spur No. 1	9366	
90	Adams Spur No. 2	546	
91	Naylor Spur Track	16209	
Total Side Tracks and Spurs -		164,128	31.08
Grand Total All Tracks -			42.17

copied as 6838



MAP SHOWING
MIAMI MINERAL BELT RAILROAD
IN
CHEROKEE CO. KANSAS
AND
OTTAWA CO. OKLAHOMA
SCALE 1 1/2" = 1 MILE DEC. 14-1931

EXHIBIT "B".
F33442

F 33914

THIS AGREEMENT, entered into, in duplicate, this 21 day of June, 1932, between ST. LOUIS-SAN FRANCISCO RAILWAY COMPANY, a Missouri corporation, hereinafter called "Frisco Company", party of the first part, and THE EMPIRE DISTRICT ELECTRIC COMPANY, a Kansas corporation, hereinafter called "Empire Company", party of the second part; WITNESSETH:

RECITALS:

A certain agreement in writing bearing date October 2, 1909, was entered into between The Kansas City, Fort Scott and Memphis Railway Company and St. Louis and San Francisco Railroad Company, as parties of the first part, and one Milan R. Bump, of New York City, in the State of New York, as party of the second part, whereby said Railroad Companies, parties of the first part, leased to said Milan R. Bump, for the term of fifty (50) years from the date of said agreement, and for the purposes and upon the terms and conditions in said agreement set forth, the following described premises situate in the County of Cherokee, and State of Kansas, to-wit:

A strip of land twenty (20) feet in width and approximately one thousand seventy-one (1071) feet in length, measured westerly from the low water mark on the east bank of Spring River, and lying immediately south of the north right of way line of The Kansas City, Fort Scott and Memphis Railway Company in the Northwest Quarter of Section Twenty (20), Township Thirty-four (34) South, Range Twenty-five (25) East.

A certain other agreement in writing bearing date October 11, 1910, was entered into between said The Kansas City, Fort Scott and Memphis Railway Company and St. Louis and San Francisco Railroad Company, as parties of the first part, and said Milan R. Bump, as party of the second part, whereby said Milan R. Bump granted to said Railroad Companies, parties of the first part, the right to construct, maintain and operate a railroad track across the strip of land so leased to said Milan R. Bump by said agreement of October 2, 1909, aforesaid, said track to run in a general northwesterly and southeasterly direction across said strip of land at the following described locations:

Northwesterly from the main track of said parties of the first part, and between points upon said main track one thousand six hundred (1600) feet and one thousand eight hundred (1800) feet distant in an easterly direction, measured along the center line of said main track from the intersection of said main track with the west line of Section Twenty (20), Township Thirty-four (34) South, Range Twenty-five (25) East, Cherokee County, Kansas; said point of crossing being in the Northwest Quarter of said Section Twenty (20).

Frisco Company is the successor and assign, and has acquired and succeeded to the rights and interests, of said The Kansas City, Fort Scott and Memphis Railway Company and said St. Louis and San Francisco Railroad Company, under and pursuant to each of said agreement aforesaid, dated respectively October 2, 1909, and October 11, 1910.

Empire Company represents that it is the successor and assign, and has acquired and succeeded to the rights and interests, of said Milan R. Bump under and pursuant to said lease agreement aforesaid, dated October 2, 1909.

NOW, THEREFORE, in consideration of the premises, it is hereby mutually agreed between the parties hereto as follows:

1. Empire Company acknowledges that it is now in possession and enjoying the use of said strip of land so leased by said The Kansas City, Fort Scott and Memphis Railway Company and said St. Louis and San Francisco Railroad Company predecessors in interest of Frisco Company, to said Milan R. Bump, predecessor in interest of Empire Company, by said agreement of October 2, 1909, aforesaid. Empire Company agrees that it will keep, carry out and perform, as and when the same should be kept, carried out and performed, each and every provision, condition, promise and obligation on the part of said Milan R. Bump to be kept, carried out and performed as in said agreement of October 2, 1909, provided, with like effect and to the same extent as though Empire Company had been a party to said agreement originally in lieu of said Milan R. Bump;

PROVIDED, HOWEVER, that, inasmuch as Empire Company has heretofore paid to Frisco Company rental at the rate reserved in said lease agreement of October 2, 1909, aforesaid, from the date of said lease agreement to October 1, 1932, but Empire Company did not enter upon and begin the use of said strip of land mentioned and described in said lease agreement until the year 1926, it is hereby mutually understood and agreed between the parties hereto that Empire Company shall not be required to pay rental for the use of said strip of land during the remainder of the term of said lease agreement from and after October 1, 1932.

2. It is expressly understood and agreed that the exercise by Empire Company, as the successor in interest of said Milan R. Bump, of the rights granted to said Milan R. Bump by said lease agreement of October 2, 1909, aforesaid, in respect of said strip of land thereby leased to said Milan R. Bump, shall be subject to the right of the Frisco Company, as the successor in interest of The Kansas City, Fort Scott and Memphis Railway Company and St. Louis and San Francisco Railroad Company, to construct, maintain and operate a railroad track across said strip of land, granted to said last named companies by said Milan R. Bump by said agreement of October 11, 1910, aforesaid.

3. It is further understood and agreed that Empire Company shall have no right to assign or transfer said lease agreement of October 2, 1909, or any of its rights or interests thereunder, without the written consent of Frisco Company executed by its President or one of its Vice-Presidents.

4. This agreement shall take effect upon the date of its execution, and, subject to the above terms and conditions, shall be binding upon and inure to the benefit of the successors, lessees and assigns of the parties hereto, respectively.

IN WITNESS WHEREOF, the parties hereto have executed this agreement the day and year first above written.

ST. LOUIS-SAN FRANCISCO RAILWAY COMPANY,
By H. L. Worman,
Its Vice-President

(SEAL)
ATTEST:
L. O. Humphreys,
Asst. Secretary.

THE EMPIRE DISTRICT ELECTRIC COMPANY,
By J. F. Harshy,
Its Vice Pres.

(SEAL)
ATTEST:
H. Flick,
Secretary.

Wire Crossing Contract

THIS AGREEMENT, entered into, this 10th day of January, 1934, between J. M. KURN AND JOHN G. LONSDALE, TRUSTEES, St. Louis-San Francisco Railway Company, Debtor, hereinafter called "Trustees," parties of the first part, and H. K. Hockett, an individual

~~a corporation organized and existing under and by virtue of the laws of the State of~~, co-partners, ~~doing business under the name, style and description of~~

hereinafter called "Licensee," part V of the second part, the term "Licensee" referring to and including each and every of the parties of the second part hereto: WITNESSETH:

WHEREAS, Licensee is desirous of obtaining the right to construct and maintain wires for the conduct of electric current across the right of way and under wires and under tracks of St. Louis-San Francisco Railway Company, in possession of and being operated by Trustees, at

To extend in a northwesterly and southeasterly direction for a distance of about 100 feet over the right of way and under the main track of the St. Louis-San Francisco Railway Company at Mile Post 344.8 in the Southeast one quarter of Section 24, Township 34 South, Range 24 East, near Riverton, Cherokee County, Kansas, about 73 feet southwesterly from the east line of said Section 24.

which right Trustees are willing to grant upon the terms and conditions hereinafter stated and set forth:

NOW THEREFORE, in consideration of the premises and of the sum of One Dollar (\$1.00) in hand paid by Licensee to Trustees, the receipt whereof is hereby acknowledged, Trustees hereby grant to Licensee permission to construct and maintain said wires across the right of way and under wires and under tracks of said Railway Company at the point above designated, upon the following terms and conditions:

1. The construction and maintenance of said wires shall be done by and at the sole expense of Licensee and in a manner satisfactory to the Superintendent of Telegraph for Trustees. Trustees, if they so elect, may perform such work, or any portion thereof, at the cost of Licensee.

2. Said wires shall be constructed and maintained at the point shown on the blue print marked "Exhibit A" hereto attached and made a part hereof and in accordance with specifications of the National Electrical Safety Code, Fourth Edition, dated Jan. 1, 1930, hand book series of Bureau of Standards #3.

3. Licensee shall at all times keep said wires in proper condition of maintenance and repair at Licensee's own expense, and if at any time Licensee fails so to do, Trustees, after having given ten (10) days' notice to Licensee of intention so to do, may, at the sole cost of Licensee, either make such repairs as they deem necessary or, at their option, wholly remove said wires from said right of way.

4. If said wires, or any of them, as constructed or maintained, shall at any time in the opinion of Trustees interfere with the maintenance or operation of the railroad, or the telegraph, telephone or other wires, or any of them, constructed on right of way of said Railway Company, Licensee shall, at Licensee's own expense, on notice from Trustees so to do, immediately raise or lower, change or alter, improve, repair, or renew said wires, or any of them, in such manner as may be prescribed by the Superintendent of Telegraph for Trustees, or if the construction or maintenance of said wires, or any of them, shall require any change or alteration in the location or arrangement, or otherwise, of the telegraph, telephone or other wires aforesaid on said right of way, or any of them, such change or alteration shall be made by Trustees at the cost of Licensee. If Licensee should fail to comply with any of the provisions of this paragraph, Trustees shall have the option, at the expense of Licensee, either to do said work or to wholly remove Licensee's wires from said right of way.

5. Should Trustees, at their election, by reason of the default of Licensee or otherwise, perform any work which Licensee is obligated hereunder to perform, there shall be added to the expense of such work so performed by Trustees, ten (10) per cent to labor to cover supervision, accounting and use of tools, and also freight charges on material from point of origin to the nearest freight station at regular tariff rates.

6. If Licensee shall at any time discontinue the use of said wires, or any of them, Licensee shall at once, at Licensee's own expense, remove the same from said right of way and restore said right of way to a condition satisfactory to Trustees, and in the event of Licensee's failure so to do, Trustees may make such removal and restoration at the expense of Licensee.

7. If at any time Trustees shall desire to have the location of said wires, or any of them, changed, Licensee shall, within ten (10) days after written notice given to Licensee by Trustees, change the location of said wires in accordance with said notice and without expense to Trustees, and in the event of Licensee's failure so to do Trustees may, at Licensee's expense wholly remove said wires from said right of way.

8. Said wires shall be used for the sole purpose of conveying electric current at a potential not to exceed 50 volts for telephone purposes.

9. Licensee shall and will at all times hereafter indemnify, protect and save harmless Trustees from and against all loss, damage, cost, charges and expenses whatsoever which they may suffer, sustain or in any wise be subjected to, either on account of damage to property of Licensee or property in Licensee's custody, or injury to or death of any of the employees of Licensee, or others, or on account of damage to property of Trustees, or property in their custody, or injury to or death of any of the employees or passengers of Trustees, or others, or loss of or damage to the property of any other person or persons, corporation or corporations, arising out of, resulting from, or in any manner caused by the construction, maintenance, use, repair, renewal or removal of said wires, or any of them.

10. Trustees may terminate this license at any time on thirty (30) days' written notice thereof to Licensee, at the expiration of which time all rights and privileges herein granted to Licensee shall at once cease and determine, and Licensee shall, at Licensee's own expense, remove said wires and all other property of Licensee from said right of way, and in the event of Licensee's failure so to do, Trustees shall have the right to remove the same at the sole expense of Licensee.

11. ~~As a condition precedent to the exercise by Licensee of the permission and authority herein granted, Licensee shall pay to Trustees, in advance, the sum of Ten Dollars (\$10.00) for each wire line proposed to be constructed over, along or across the right of way of said Railway Company under this agreement, plus a sum at the rate of One Dollar (\$1.00) for each one hundred (100) feet, or fraction thereof, of right of way to be occupied by said wires in excess of the first one hundred (100) feet.~~ HKH

12. In the event the location of said wires across aforesaid right of way requires the location of poles on said right of way, and Trustees shall consent thereto, then each and every of the terms, conditions and provisions hereof concerning said wires shall also apply to any and all such poles of Licensee.

13. Except as otherwise provided in paragraph 11 hereof, all sums payable by Licensee to Trustees hereunder shall be paid within fifteen (15) days after presentation of bill therefor to Licensee.

14. Licensee hereby accepts the license herein granted on the terms and conditions hereinabove contained.

15. This agreement shall bind and inure to the benefit of the successor or successors of the Trustees and the successors, heirs, executors, administrators and assigns of Licensee; provided that Licensee shall have no right to assign or transfer this agreement without first obtaining the written consent of the Trustees.

16. Unless sooner terminated as herein provided, this agreement shall *ipso facto* terminate as to the Trustees, their successor trustee or trustees, upon the date that possession of the railroad and property of said St. Louis-San Francisco Railway Company by Trustees, or their successor trustee or trustees, shall cease, but if in effect at said date it shall thereupon become, and subject to the terms and provisions hereof, thereafter continue in force as, an agreement between said St. Louis-San Francisco Railway Company, its successors or assigns, as first party, and Licensee, its successors or assigns, as second party hereto, provided said St. Louis-San Francisco Railway Company, its successors or assigns, shall by written notice to Licensee, or Licensee's successors or assigns, elect to adopt same.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be duly executed the day and year first above written.

J. M. KURN AND JOHN G. LONSDALE, TRUSTEES,
ST. LOUIS-SAN FRANCISCO RAILWAY COMPANY, DEBTOR.

All typewriter changes
made prior to execution
of contract.

By F. H. Sheffer,
Their General Manager

H. K. Hockett

By _____

Its _____

REGISTERED:

L. O. Humphreys,
for Treasurer

ATTEST:

Secretary.

or
WITNESS:

Sanford Bock,

Louise Wearer

Pipe Line Crossing Contract

THIS AGREEMENT, entered into this 16th day of December, 19338 between J. M. KURN AND JOHN G. LONSDALE, TRUSTEES, St. Louis-San Francisco Railway Company, Debtor, hereinafter called "Trustees", parties of the first part, and City of Baxter Springs (a municipal corporation)

of Kansas, hereinafter called "Licensee", party of the second part, the term "Licensee" wherever herein used referring to and meaning each and every party of the second part hereto; WITNESSETH:

Trustees, in consideration of the sums to be paid and the covenants, agreements and conditions to be kept and performed by Licensee, as hereinafter provided, hereby grant permission to Licensee to excavate for, lay, construct, maintain, operate and repair a four inch water pipe line under the right of way and tracks of St. Louis-San Francisco Railway Company, in possession of Trustees, in the County of Cherokee, State of Kansas, at the following described location:

To extend in a north and south direction, crossing under the main track, Storage tracks #1 & #2 and old and new wye tracks of said Railway Company at MP H-347.8 within the limits of Third St., in the City of Baxter Springs, Cherokee County Kansas, at a point about 150 feet east, measured along the center line of said main track, from its intersection with the East line of Wyandotte, Ave., extended, said City of Baxter Springs

The location of said pipe line is shown by line colored yellow on the blue print attached hereto and made a part hereof.

This grant is made by Trustees and accepted by Licensee upon and subject to the following conditions:

1. As a condition precedent to the exercise by Licensee of the permission herein granted, Licensee shall pay to Trustees in advance the sum of Ten Dollars (\$10.00) for each crossing to be constructed under said tracks under this agreement.

2. Licensee shall lay and maintain said pipe at a depth of not less than four (4) feet below the base of the rails in said tracks and shall do all work of excavating for, laying, constructing, maintaining, operating and repairing said pipe line in such a manner as not to interfere with or endanger the roadbed of said right of way, or any tracks as now or hereafter laid on said right of way, and at such times and in such manner as not to interfere with or endanger the operation of the railroad in possession of Trustees. Said pipe, when so required by Trustees, shall be encased with a steel or cast iron pipe of the same strength as the main pipe, and of sufficient strength to carry loads of said tracks, equipped with threaded or leaded joints, cemented ends and iron escape pipe, for the entire distance along and across said right of way. All of the pipe of Licensee on said right of way shall be laid and maintained so that the top of said pipe in all cases shall not be less than three (3) feet, and in case of pipe lines carrying gasoline, gas, or other inflammable substances not less than four (4) feet, below the surface of the ground of said right of way. Said pipe line shall not be constructed under said right of way and tracks nearer than six (6) feet on a line perpendicularly distant from any rail joint in said tracks. In refilling the trench excavated for said pipe, that portion of the same beneath the ties of said tracks shall be firmly tamped so as to form a solid subgrade. That portion of said trench on each side of said ties shall be promptly refilled in a proper and workmanlike manner, and so as to leave no holes or obstructions therein, and so as to furnish and provide proper drainage.

3. All of the work of excavating for, laying, constructing, maintaining, operating and repairing said pipe line under said right of way and tracks shall be done by Licensee, at Licensee's own expense, and under the direction and subject to the approval of the Roadmaster in charge of that portion of said line of railroad, and all expense for supervision, etc., shall be paid by Licensee. Said Roadmaster shall have full authority to direct the time and manner of doing the work, and may require Licensee to have the same done as he directs, and if Licensee fail or refuse to comply with his direction, said Roadmaster may stop the work altogether.

4. Licensee shall install above the surface of the ground at the location to be determined by and in accordance with directions of Trustees, a plate marker which shall have stenciled thereon the name of owner, and kind and size, of said pipe line and which shall be securely attached to said pipe line.

5. If Trustees shall hereafter change the grade of said right of way and tracks, or either thereof, and shall not terminate this agreement on account thereof, Licensee shall thereupon reconstruct said pipe line, at Licensee's sole expense, to comply with the requirements of this grant with respect to such new grade. Upon any termination of this agreement, Licensee shall, within ten (10) days thereafter, remove said pipe line from under said right of way and tracks and restore the same to a condition satisfactory to Trustees without cost or expense to Trustees, and if Licensee shall fail so to do, Trustees shall have the right to make such removal and restoration at the expense of Licensee, which expense shall include ten per cent (10%) to the cost of labor, and Licensee hereby agrees to promptly pay all of said expense.

6. Licensee, as a further consideration for the permission herein granted, hereby agrees to indemnify and save harmless Trustees from any and all (a) loss, costs, damages and expenses that Trustees may sustain, or for which Trustees may become liable to third parties, including loss and destruction of or damage to property, and death of or injury to persons, whether caused by negligence of Trustees, their agents, servants or employees, or otherwise, on account or by reason of excavating for, laying, constructing, maintaining, operating or repairing said pipe line, or that Trustees may be put to in defending against suits for damages claimed to have been sustained thereby; and (b) loss or destruction of or damage to said pipe line, and all other property of Licensee, growing out of the laying, excavating for, Constructing, maintaining, operating or repairing said pipe line, whether caused by negligence of Trustees, their agents, servants, or employees, or otherwise.

7. Either party may terminate this agreement by giving to the other party thirty (30) days' written notice. No termination of this agreement shall release Licensee from any liability or obligation that may have been incurred by or that may have accrued against Licensee hereunder during the life of this agreement.

8. This agreement shall bind and inure to the benefit of the successor or successors of Trustees and the successors, heirs, executors, administrators and assigns of Licensee; provided that Licensee shall have no right to assign or transfer this agreement without first obtaining the written consent of Trustees.

9. Unless sooner terminated as herein provided, this agreement shall *ipso facto* terminate as to the Trustees, their successor trustee or trustees, upon the date that possession of the railroad and property of said St. Louis-San Francisco Railway Company by Trustees, or their successor trustee or trustees, shall cease, but if in effect at said date it shall thereupon become, and subject to the terms and provisions hereof, thereafter continue in force as, an agreement between said St. Louis-San Francisco Railway Company, its successors or assigns, as first party, and Licensee, its successors or assigns, as second party hereto, provided said St. Louis-San Francisco Railway Company, its successors or assigns, shall by written notice to Licensee, or Licensee's successors or assigns, elect to adopt same.

IN WITNESS WHEREOF, the parties hereto have executed this agreement, in duplicate, the day and year first above written.

J. M. KURN AND JOHN G. LONSDALE, TRUSTEES
ST. LOUIS-SAN FRANCISCO RAILWAY COMPANY Debtor,

By [Signature]
Their General Manager.

(Deletion made prior
to the execution)

ATTEST:

or
WITNESS:

[Signature]
City Clerk

City of Baxter Springs
By Harry Harth
Mayor

APPROVED
As to form:

Property Interests:

Operation:

Engineering:

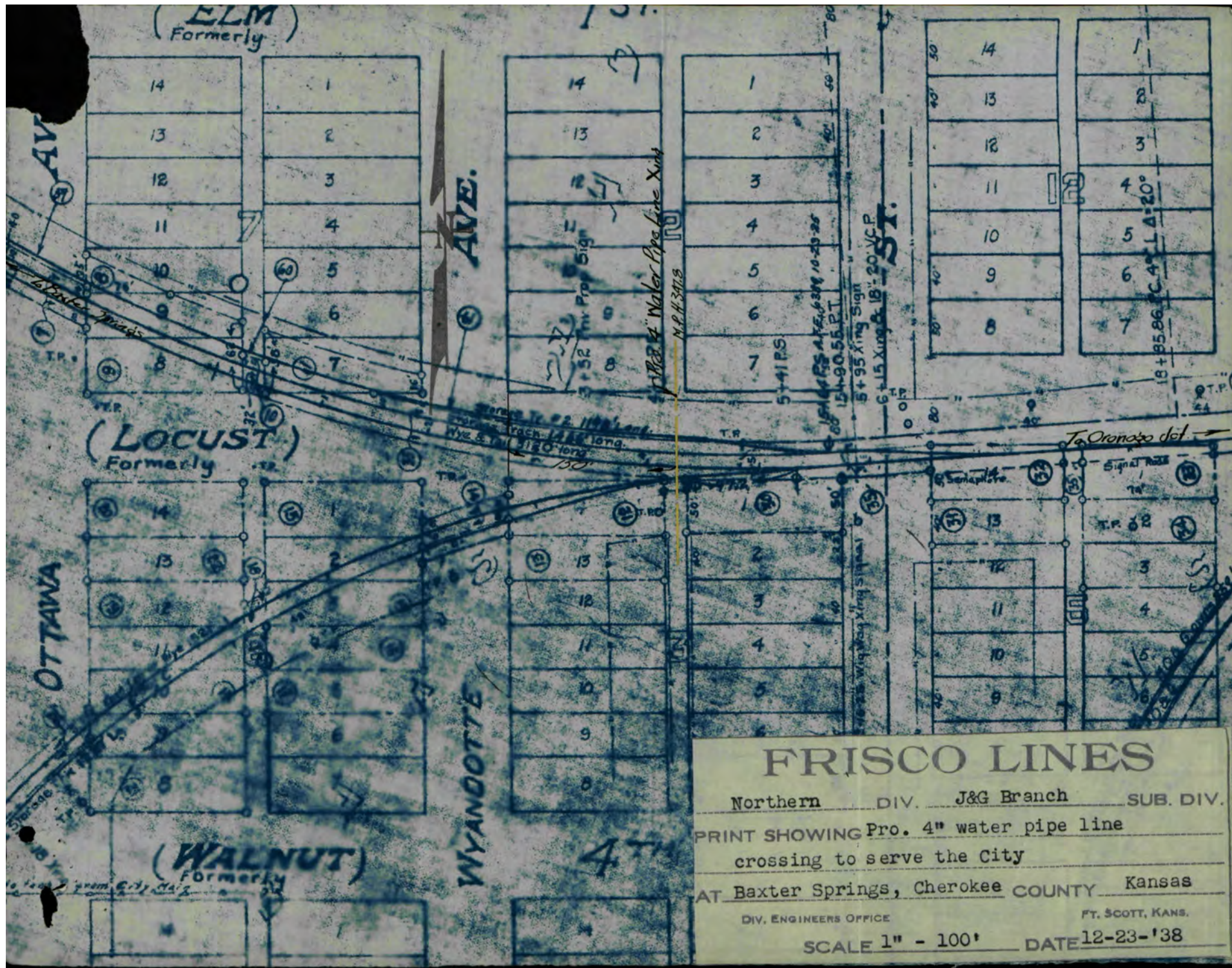
[Signature]
General Attorney.

[Signature]
Land and Tax Commissioner.

[Signature]
Superintendent.

[Signature]
Division Engineer.

[Signature]
Chief Engineer.



ST. LOUIS-SAN FRANCISCO RAILWAY COMPANY
906 OLIVE STREET
ST. LOUIS 1, MO.

NOTICE OF ELECTION TO ADOPT

38630

TO City of Baxter Springs

YOU ARE HEREBY NOTIFIED AND ADVISED THAT:

Pursuant to the Consummation Order and Final Decree dated December 12, 1946, of the District Court of the United States for the Eastern District of Missouri, Eastern Division, entered "In the Matter of ST. LOUIS-SAN FRANCISCO RAILWAY COMPANY, a Missouri corporation, Debtor, In Proceedings for the Reorganization of a Railroad, No. 7004," the entire property and estate of the Debtor, and all right, title and interest of Frank A. Thompson as Trustee of the Debtor's property, was vested in and became the absolute property of St. Louis-San Francisco Railway Company as of 12:01 in the forenoon, Central Standard Time, on January 1, 1947.

With respect to existing contracts said Consummation Order and Final Decree further provided that all contracts made by the Debtor Trustee or Trustees and not fully performed at the Consummation Date, to-wit, January 1, 1947, and all executory contracts heretofore made by the Debtor and not disaffirmed by the Debtor Trustee or Trustees prior to said Consummation Date, shall be deemed to have been assumed by the undersigned St. Louis-San Francisco Railway Company, which Company succeeded to all the rights and privileges of the Debtor or any of said Trustees under said contracts.

In view of the foregoing, the undersigned St. Louis-San Francisco Railway Company has elected to adopt and hereby does elect to adopt, and continue in force, that certain agreement of date Dec. 16, 1938

J. M. KURN and JOHN G. LONSDALE, Trustees,, made and entered into between

ST. LOUIS-SAN FRANCISCO RAILWAY COMPANY, Debtor

and City of Baxter Springs

Covering pipe line crossing at Baxter Springs, Kans.

Executed this _____ day of APR 7, 1947.

ST. LOUIS-SAN FRANCISCO RAILWAY COMPANY

(Signed) CLARK HUNGERFORD

By _____ President

F-39874

POWER WIRE PARALLEL CONTRACT

469-107

THIS AGREEMENT, entered into, in triplicate, this 1st day of Sept, 1940, by and between J. M. KURN AND JOHN G. LONSDALE, TRUSTEES, ST. LOUIS-SAN FRANCISCO RAILWAY COMPANY, DEBTOR, hereinafter called "Trustees," parties of the first part, and The Empire District Electric Company

a Corporation of Kansas hereinafter called "Licensee," party of the second part; WITNESSETH:

WHEREAS, Licensee desires to obtain permission and authority to construct, maintain and operate a pole and wire line, carrying 33,000 volts, for the transmission of electric current for lighting and power purposes, along and upon the right of way of St. Louis-San Francisco Railway Company, in possession of Trustees, located as follows:

Said electric power line begins on the right of way of the St. Louis-San Francisco Railway Company at a point 36 feet perpendicularly distant southeasterly from a point in the center line of the main track of the Old Carterville Branch of said Railway Company, which point is about 806 feet southwesterly from the intersection of said center line with the north and south center line of Section 14, Township 34 South, Range 25 East, Cherokee County, Kansas; thence to extend northeasterly 1380 feet crossing over track to northerly right of way line and back across track to a guyed pole 34 feet southeasterly from a point in center line of said track, which point is about 591 feet northeasterly from the north and south center line of said Section 14; thence n northeasterly 522' crossing over said track to a guyed pole 22 feet northwesterly from a point in the center line of said track, which point is about 1114 feet northeasterly from north and south center line of said Section 14; thence northeasterly crossing over said right of way about 225 feet to point in the northerly right of way line of said Railway Company where said electric power line leaves said right of way; thence continuing along last described course about 1135' to point in said northerly right of way line where said power line enters said right of way; which point is 50 feet perpendicularly distant northwesterly from a point in said center line of said track, which point is about 380 feet southwesterly from the east line of said Section 14; thence continuing northeasterly along last described course, crossing over said right of way and track about 420 feet to southerly right of way line and point where said electric line leaves said right of way, which point is 50 feet perpendicularly distant southeasterly from a point in the center line of said track, which point is about 25 feet north-easterly from the east line of said Section 14. Total of 2547 feet, designated by yellow line located upon railroad right of way.

which permission and authority Trustees are willing to grant to Licensee, upon the terms and conditions hereinafter stated and set forth:

NOW, THEREFORE, Trustees, in consideration of the covenants and agreements hereinafter contained, to be kept and performed by Licensee, and of the sums to be paid by Licensee, as hereinafter provided, hereby grant permission and authority to Licensee to construct, maintain and operate Licensee's said pole and wire line upon and along the aforesaid right of way at the location hereinbefore described and for the purpose aforesaid.

This grant is made by Trustees and accepted by Licensee upon and subject to the following terms and conditions:

1. Said poles of Licensee shall be securely placed, set and maintained at a distance of not less than thirty-five (35) feet from the center line between the rails of the main track on said right of way, and on that side of said track opposite to the side on which the existing telegraph line is located, and so that said poles will not fall upon or foul any structure or track in possession of Trustees. Said poles shall not be placed, set or maintained more than 275 feet or less than 100 feet apart, except where a lesser distance apart may be authorized in writing by the Superintendent of Telegraph for Trustees at points where said pole and wire line of Licensee may cross any track in possession of Trustees.

2. All wires of Licensee shall be securely fastened, and at any and all points where the same may cross over any tracks in possession of Trustees said wires shall be placed on good strong poles, and have a clearance of not less than 27 feet above the top of the rails of any of said tracks, and shall clear by not less than seven (7) feet all telegraph, telephone and other wires occupying said right of way, or any part thereof. In all other respects the construction at crossings shall conform to the specifications of the National Electrical Code, 4th edition dated Dec. 31, 1926, and book series of Bureau of Standards No. 3, and all revisions thereof. -also Kansas State Corporation Commission, Docket 1944.

3. Licensee shall, at its own cost and expense, construct, place, set and operate its said pole and wire line, and at all times keep and maintain the same, in good condition, order and repair. Trustees shall have the right at any and all times, at their option and without notice to Licensee, to take such steps and to do such work on, to or about said pole and wire line, or otherwise, as Trustees' Superintendent of Telegraph may deem necessary to prevent injury or damage to property in possession of Trustees, or to any telegraph or telephone wires located on said right of way or to any and all other property, and to prevent interference with or interruption or delay to the operation or maintenance of the railroad in possession of Trustees or any telegraph or telephone line located on said right of way, by said pole and wire lines of Licensee, or any part thereof. Licensee hereby agrees to pay to Trustees all costs and expenses which Trustees may sustain or incur by reason of any and all work done or caused to be done by Trustees under the provisions of this paragraph.

4. All of the work of constructing, placing, setting and maintaining said pole and wire line, and the method of operating the same, shall be done by Licensee subject to the approval of the Superintendent of Telegraph for Trustees, and Licensee agrees to make such changes thereto or therein as said Superintendent of Telegraph may, from time to time, require. Said work shall be done so as not to endanger, interfere with or delay the operation or maintenance of the railroad, stations or other property in possession of Trustees, or any telegraph or telephone lines located on said right of way or in said stations. All material and debris resulting from or caused by said work shall be removed by and at the sole cost of Licensee from said right of way, and in the event of Licensee's failure so to do, Trustees shall have the right to remove the same at the cost of Licensee.

Licensee shall have the right to remove or cause to be removed from around its poles all combustible material, in order to protect the same from fire.

5. Said pole and wire line of Licensee shall be so constructed, placed, set, maintained and operated upon said right of way as not to obstruct or interfere with any private or public roadways or railroad crossings, or the present and future use of said right of way by Trustees for any and all purposes whatsoever.

6. If any building, structure, drain, ditch, improvement or other work of any kind or character on said right of way at any point or place shall prevent, obstruct or interfere with the construction, maintenance, or operation of the pole and wire line of Licensee at the location hereinbefore described, then Licensee may vary the location of its said pole and wire line at such point or place to such an extent as may be reasonably necessary, in the opinion of Trustees, to clear and avoid any such building, structure, drain, ditch, improvement or other work on said right of way; provided, however, that no variation in the location or operation of said pole and wire line of Licensee shall be made without first obtaining the written consent of the Superintendent of Telegraph for Trustees.

7. If Trustees shall at any time desire to have any changes made in the location or otherwise of said pole and wire line of Licensee or any part thereof, or if Trustees shall at any time, in their opinion, require said right of way, or any part thereof, at any point or points for their own purposes or uses, or if The Western Union Telegraph Company shall desire to construct additional pole lines, or change the location of its present lines on said right of way, Licensee shall, at Licensee's own cost and expense, within ten days after written notice is given to Licensee by Trustees or by The Western Union Telegraph Company, make such change or changes in the location of said pole and wire line or any part thereof, or such other change or changes thereof or thereto as Trustees or The Western Union Telegraph Company may request Licensee to make, or remove said pole and wire line, or any part thereof, at said point or points where Trustees may request said removal on account of said right of way or any part thereof, being required, in the opinion of Trustees, for their own purposes and uses; and in the event of Licensee's failure so to do, Trustees shall have the right to make any and all such changes and removal at the cost of Licensee, or Trustees may, at their option, terminate this agreement upon ten (10) days' written notice to Licensee of intention so to do.

8. Said high tension wire line of Licensee shall be operated, three phase closed delta connected on the high voltage side. Licensee agrees to place such transpositions in its wires after said high tension line is placed in operation as the Superintendent of Telegraph for Trustees may, from time to time, request. Licensee agrees to reimburse Trustees or The Western Union Telegraph Company for any expense incurred in the transposing or rearranging of said Trustees' or The Western Union Telegraph Company's wires for the prevention of inductive interference from wires of Licensee.

9. Licensee, for the privileges herein granted to it, agrees to pay to Trustees the sum of.....

Fifty and no/100 (\$50.00) Dollars

~~Being a sum of Fifty Dollars (\$50.00) per mile for the term of one year.~~

10. Neither Trustees nor The Western Union Telegraph Company shall be liable for or on account of any loss or damage suffered or incurred by Licensee, or any of Licensee's agents, servants, or employees, or any other persons, resulting from injury to or death of any of the agents, servants or employees of Licensee, or from loss or destruction of or damage to said pole and wire line, or any other property owned by or in the possession or custody of Licensee or any of Licensee's agents, servants or employees, which may be caused or contributed to by negligence of Trustees and said The Western Union Telegraph Company, or either of them, or any of their respective agents, servants or employees, or otherwise, while any of Licensee's agents, servants or employees shall be upon the premises in possession of Trustees or adjacent thereto, in the performance of any work under this agreement, or incidental thereto, or in the exercise of any rights herein granted, or while such pole and wire line, or any other property owned by or in the possession or custody of Licensee, or any of Licensee's agents, servants or employees, shall be upon the premises in possession of Trustees or adjacent thereto under this agreement. Licensee agrees, as one of the considerations of this agreement, to release, and does hereby release, and to indemnify, protect and save harmless Trustees and said The Western Union Telegraph Company, and each of them, from and against all such loss and damage, and all claims, demands, causes of action, costs and expense resulting therefrom or incident thereto.

Licensee further agrees to indemnify, protect and save harmless Trustees and said The Western Union Telegraph Company, and each of them, from and against all damages, claims, demands, causes of action, costs and expense of every kind for or on account of injury to or death of persons, and loss or destruction of or damage to property, resulting from, caused by or growing out of the construction, reconstruction, maintenance, operation, change, relocation, renewal or removal of said pole and wire line of Licensee, or any part thereof, on or from said right of way hereunder, or incident thereto, and whether caused or contributed to by negligence of said Trustees and said The Western Union Telegraph Company, or either of them, or any of their respective agents, servants or employees, or otherwise.

Licensee shall not damage, destroy or remove any fences or parts of fences of Trustees, and Licensee agrees, at its own cost and expense, to promptly repair or replace any fences or parts of fences that might be damaged, destroyed or removed by Licensee, or any of its agents, servants or employees, in the performance of any work under this agreement, or incident thereto, and Licensee further agrees to indemnify, protect and save harmless Trustees and said The Western Union Telegraph Company, and each of them, from and against all damages, claims, demands, causes of action, costs and expenses of every kind for or on account of injury to or death of persons, or loss or destruction of or damage to property (including, among other things, the killing or maiming of live stock), that may get upon the premises in possession of Trustees by reason of the violation by Licensee, or any of its agents, servants or employees, of any of the provisions of this paragraph, resulting from or caused by the maintenance or operation of the railroad in possession of Trustees or the telegraph lines of said The Western Union Telegraph Company, and whether caused or contributed to by negligence of Trustees and said The Western Union Telegraph Company, or either of them, or any of their respective agents, servants, or employees, or otherwise.

Licensee hereby covenants and agrees to assume all damages resulting from want or failure at any time of title on the part of Trustees or said St. Louis-San Francisco Railway Company to said right of way, or any part thereof.

11. In case suit or suits shall be brought against Trustees or said The Western Union Telegraph Company, on any claim or cause of action for which Licensee shall be liable under this agreement, Trustees or said The Western Union Telegraph Company, as the case may be, shall give to Licensee notice in writing of the pendency of such suit or suits, and thereupon Licensee

shall assume the defense of such suit or suits; and Licensee agrees to protect, indemnify and save harmless Trustees and said The Western Union Telegraph Company, and each of them, from and against all damages, judgments, decrees, attorneys' fees, costs and expenses growing out of, resulting from or incident to such suit or suits.

12. Licensee shall pay to Trustees, within twenty (20) days after rendition of bill or bills, the cost of all material and labor furnished by Trustees in the doing of any and all work which may at any time be done by Trustees hereunder at the cost and expense of Licensee as herein provided, plus ten per cent (10%) thereof, as a charge for supervision, accounting and use of tools.

13. Licensee, in further consideration for the right herein granted to Licensee, hereby covenants and agrees to ship over the lines of railway in possession of and being operated by Trustees all materials used in the construction and maintenance of the pole and wire line covered by this agreement; provided that Licensee may truck any such material to and from points located between stations of Trustees.

14. If Licensee shall fail to perform or comply with any of its promises or obligations under this agreement, and such failure shall continue for a period of ten (10) days after Trustees shall have given to Licensee written notice thereof, requesting performance, then, and in such event, Trustees shall have the right to terminate this agreement by serving upon Licensee ten (10) days' written notice of intention to terminate same. Trustees may waive any such failure on the part of Licensee, but no action of Trustees in waiving any such failure shall extend to or affect any subsequent failure, or impair the rights of Trustees resulting therefrom.

15. This agreement may be terminated by either party hereto serving upon the other party thirty (30) days' written notice of intention to terminate same; unless otherwise terminated as herein provided. No termination of this agreement shall relieve or release Licensee from any obligation or liability that may have been incurred by or that may have accrued against it hereunder during the term hereof.

16. Upon the termination of this agreement, in any manner, Licensee, at its own cost and expense, shall remove its pole and wire line from the premises in possession of Trustees, and shall leave said premises in a good, smooth, slightly and safe condition, to the satisfaction of the Superintendent of Telegraph for Trustees. If Licensee shall fail to remove its said pole and wire line from said premises within thirty (30) days after any termination hereof, Trustees shall have the right to do so at the cost and expense of Licensee.

17. This agreement shall not take effect unless and until The Western Union Telegraph Company shall have consented to and approved the same by written endorsement hereon.

18. This agreement shall bind and inure to the benefit of the successor or successors of the Trustees and the successors, heirs, executors, administrators and assigns of Licensee; provided that Licensee shall have no right to assign or transfer this agreement without first obtaining the written consent of the Trustees.

19. Unless sooner terminated as herein provided, this agreement shall *ipso facto* terminate as to the Trustees, their successor trustee or trustees, upon the date that possession of the railroad and property of said St. Louis-San Francisco Railway Company by Trustees, or their successor trustee or trustees, shall cease, but if in effect at said date it shall thereupon become, and subject to the terms and provisions hereof, thereafter continue in force as, an agreement between said St. Louis-San Francisco Railway Company, its successors or assigns, as first party, and Licensee, its successors or assigns, as second party hereto, provided said St. Louis-San Francisco Railway Company, its successors or assigns, shall by written notice to Licensee, or Licensee's successors or assigns, elect to adopt same.

IN WITNESS WHEREOF, the parties hereto have executed this agreement, the day and year first above written.

J. M. KURN AND JOHN G. LONSDALE, TRUSTEES,
ST. LOUIS-SAN FRANCISCO RAILWAY COMPANY, DEBTOR.

By [Signature]
Their Chief Operating Officer.

The Empire District Electric Company

By [Signature]

ATTEST:

Secretary.

The Western Union Telegraph Company, a Corporation, hereby consents to and approves the above and foregoing agreement.

This 18th day of September, 1940.

THE WESTERN UNION TELEGRAPH COMPANY.

ATTEST:

By [Signature]

GENERAL CONTRACT MANAGER

Secretary.

ST. LOUIS-SAN FRANCISCO RAILWAY COMPANY

906 OLIVE STREET

ST. LOUIS 1, MO.

NOTICE OF ELECTION TO ADOPT

39874

TO The Empire District Electric Co.

YOU ARE HEREBY NOTIFIED AND ADVISED THAT:

Pursuant to the Consummation Order and Final Decree dated December 12, 1946, of the District Court of the United States for the Eastern District of Missouri, Eastern Division, entered "In the Matter of ST. LOUIS-SAN FRANCISCO RAILWAY COMPANY, a Missouri corporation, Debtor, In Proceedings for the Reorganization of a Railroad, No. 7004," the entire property and estate of the Debtor, and all right, title and interest of Frank A. Thompson as Trustee of the Debtor's property, was vested in and became the absolute property of St. Louis-San Francisco Railway Company as of 12:01 in the forenoon, Central Standard Time, on January 1, 1947.

With respect to existing contracts said Consummation Order and Final Decree further provided that all contracts made by the Debtor Trustee or Trustees and not fully performed at the Consummation Date, to-wit, January 1, 1947, and all executory contracts heretofore made by the Debtor and not disaffirmed by the Debtor Trustee or Trustees prior to said Consummation Date, shall be deemed to have been assumed by the undersigned St. Louis-San Francisco Railway Company, which Company succeeded to all the rights and privileges of the Debtor or any of said Trustees under said contracts.

In view of the foregoing, the undersigned St. Louis-San Francisco Railway Company has elected to adopt and hereby does elect to adopt, and continue in force, that certain agreement of date Sept. 1, 1940

J. M. KURN and JOHN G. LONSDALE, Trustees, made and entered into between
ST. LOUIS-SAN FRANCISCO RAILWAY COMPANY, Debtor

and The Empire District Electric Co.

Covering parallel pole line on right of way at Galena, Kans.

Executed this MAR 28 day of 1947.

ST. LOUIS-SAN FRANCISCO RAILWAY COMPANY

By (Signed) CLARK HUNGERFORD
President



Pipe Line Crossing

Contract

Form M W 1 Local

F42600

THIS AGREEMENT, entered into this 10th day of Jan

AND JOHN G. LONSDALE, TRUSTEES, St. Louis-San Francisco Railway

parties of the first part, and

CITY OF BAXTER

(a municipal

uary

194 4, between J. M. KURN

SPRINGS

corporation)

of Kansas

the term "Licensee" wherever herein used referring to, and meaning each and every party of the second part, hereinafter called "Licensee", party of the second part.

Trustees, in consideration of the sums to be paid and the covenants, agree Licensee, as hereinafter provided, hereby grant permission to Licensee to excavate for, lay, construct, maintain, operate and repair

a - one - inch - water - pipe line under the right of way and tracks of St. Louis-San Francisco Railway Com-

pany, in possession of Trustees, in the County of Cherokee

described location:

State of Kansas, at the following

To extend in a general north

and south direction crossing

under the main track J&G Branch, Carthage Sub Division, Northern

Division, of Said Railway Company in the SW $\frac{1}{4}$ of the SW $\frac{1}{4}$ of

Section 36, Township 34 south, Range 24 East, Cherokee County,

Kansas, at a point 511 feet

northeasterly measured along center

line of said main track from its intersection with the west line

of said Section 36, said point of crossing being 3256 feet wester-

ly from mile Post 347 near Baxter Springs, Kansas.

(This contract supersedes contract Sec'y No. 16826 dated January

8, 1919 with D.C. Satterlee)

The location of said pipe line is shown by line colored yellow on the blue print attached hereto and made a part hereof.

This grant is made by Trustees and accepted by Licensee upon and subject to the following conditions:

1. As a condition precedent to the exercise by Licensee of the permission herein granted, Licensee shall pay to Trustees, in advance, the sum of Ten Dollars (\$10.00) for the right to be constructed under said tracks under this agreement.

2. Licensee shall lay and maintain said pipe at a depth of not less than four (4) feet below the base of the rails in said tracks and shall do all work of excavating for, laying, constructing, maintaining, operating and repairing said pipe line in such a manner as not to interfere with or endanger the roadbed of said right of way, or any tracks as now or hereafter laid on said right of way, and at such times and in such manner as not to interfere with or endanger the operation of the railroad in possession of Trustees. Said pipe, when so required by Trustees, shall be encased with a steel or cast iron pipe of the same strength as the main pipe, and of sufficient strength to carry loads of said tracks, equipped with threaded or leaded joints, cemented ends and iron escape pipe, for the entire distance along and across said right of way. All of the pipe of Licensee on said right of way shall be laid and maintained so that the top of said pipe in all cases shall not be less than three (3) feet, and in case of pipe lines carrying gasoline, gas, or other inflammable substances not less than four (4) feet, below the surface of the ground of said right of way. Said pipe line shall not be constructed under said right of way and tracks nearer than six (6) feet on a line perpendicular to any rail joint in said tracks. In refilling the trench excavated for said pipe, that portion of the same beneath the ties of said tracks shall be firmly tamped so as to form a solid subgrade. That portion of said trench on each side of said ties shall be promptly refilled in a proper and workmanlike manner, and so as to leave no holes or obstructions therein, and so as to furnish aid provide proper drainage.

3. All of the work of excavating for laying, constructing, maintaining, operating and repairing said pipe line under said right of way and tracks shall be done by Licensee, at Licensee's own expense, and under the direction and subject to the approval of the Roadmaster in charge of that portion of said line of railroad, and all expense for supervision, etc., shall be paid by Licensee. Said Roadmaster shall have full authority to direct the time and manner of doing the work, and may require Licensee to have the same done as he directs, and if Licensee fail or refuse to comply with his direction, said Roadmaster may stop the work altogether.

4. Licensee shall install above the surface of the ground at the location to be determined by and in accordance with directions of Trustees, a plate marker which shall have stenciled thereon the name of owner, and kind and size, of said pipe line and which shall be securely attached to said pipe line.

5. If Trustees shall hereafter change the grade of said right of way and tracks, or either thereof, and shall not terminate this agreement on account thereof, Licensee shall thereupon reconstruct said pipe line, at Licensee's sole expense, to comply with the requirements of this grant with respect to such new grade. Upon any termination of this agreement, Licensee shall, within ten (10) days thereafter, remove said pipe line from under said right of way and tracks and restore the same to a condition satisfactory to Trustees without cost or expense to Trustees and if Licensee shall fail so to do, Trustees shall have the right to make such removal and restoration at the expense of Licensee, which expense shall include ten per cent (10%) to the cost of labor, and Licensee hereby agrees to promptly pay all of said expense.

6. Licensee, as a further consideration for the permission herein granted, hereby agrees to indemnify and have harmless Trustees from any and all (a) loss, costs, damage and expenses that Trustees may sustain, or for which Trustees may become liable to third parties, including loss and destruction of or damage to property, and death of or injury to persons, whether caused by negligence of Trustees, their agents, servants or employees, or otherwise, on account or by reason of excavating for, laying, constructing, maintaining, operating or repairing said pipe line, or that Trustees may be put to in defending against suits for damages claimed to have been sustained thereby; and (b) loss or destruction of or damage to said pipe line, and all other property of Licensee, growing out of the laying, excavating for, constructing, maintaining, operating or repairing said pipe line, whether caused by negligence of Trustees, their agents, servants, or employees, or otherwise.

7. Either party may terminate this agreement by giving to the other party thirty (30) days' written notice. No termination of this agreement shall release Licensee from any liability or obligation that may have been incurred by or that may have accrued against Licensee hereunder during the life of this agreement.

8. This agreement shall bind and inure to the benefit of the successor or successors of Trustees and the successors, heirs, executors, administrators and assigns of Licensee; provided that Licensee shall have no right to assign or transfer this agreement without first obtaining the written consent of Trustees.

9. Unless sooner terminated as herein provided, this agreement shall *ipso facto* terminate as to the Trustees, their successor trustee or trustees, upon the date that possession of the railroad and property of said St. Louis-San Francisco Railway Company by Trustees, or their successor trustee or trustees, shall cease, but if in effect at said date it shall thereupon become, and subject to the terms and provisions hereof, thereafter continue in force as, an agreement between said St. Louis-San Francisco Railway Company its successors or assigns, as first party, and Licensee, its successors or assigns, as second party hereto, provided said St. Louis-San Francisco Railway Company, its successors or assigns, shall by written notice to Licensee, or Licensee's successors or assigns, elect to adopt same.

IN WITNESS WHEREOF, the parties hereto have executed this agreement, in duplicate, the day and year first above written.

(Deletion made prior to the execution.)

REGISTERED:

J. M. KURN AND ~~JOHN E. DONSDALE~~ TRUSTEES,
ST. LOUIS-SAN FRANCISCO RAILWAY COMPANY, Debtor,

By Chas. E. Thompson
Their General Manager.

ATTEST:

A. Heilman

CITY OF BAXTER SPRINGS, KANSAS

for Secretary.

Milly Ruth Faulkner

By

Title

MAYOR

Secretary
CITY CLERK

or WITNESS:

J. S. Phillips
Juanita Clark

APPROVED
As to form:

H. M. Smith
Asst. General Attorney.

Property Interests:

H. R. Evans

Land and Tax Commissioner.

Operation:

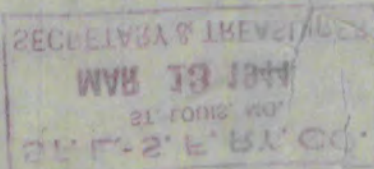
H. R. Wade

Superintendent.

Engineering:

H. R. Wade
Division Engineer.

Chief Engineer.



6. Licensee, as a further consideration for the permission herein granted, hereby agrees to indemnify and save harmless Trustees from any and all (a) loss, costs, damages and expenses that Trustees may sustain, or for which Trustees may become liable to third parties, including loss and destruction of or damage to property, and death of or injury to persons, whether caused by negligence of Trustees, their agents, servants or employees, or otherwise, on account or by reason of excavating for, laying, constructing, maintaining, operating or repairing said pipe line, or that Trustees may be put to in defending against suits for damages claimed to have been sustained thereby; and (b) loss or destruction of or damage to said pipe line, and all other property of Licensee, growing out of the laying, excavating for, constructing, maintaining, operating or repairing said pipe line, whether caused by negligence of Trustees, their agents, servants, or employees, or otherwise.

7. Either party may terminate this agreement by giving to the other party thirty (30) days' written notice. No termination of this agreement shall release Licensee from any liability or obligation that may have been incurred by or that may have accrued against Licensee hereunder during the life of this agreement.

8. This agreement shall bind and inure to the benefit of the successor or successors of Trustees and the successors, heirs, executors, administrators and assigns of Licensee; provided that Licensee shall have no right to assign or transfer this agreement without first obtaining the written consent of Trustees.

9. Unless sooner terminated as herein provided, this agreement shall *ipso facto* terminate as to the Trustees, their successor trustee or trustees, upon the date that possession of the railroad and property of said St. Louis-San Francisco Railway Company by Trustees, or their successor trustee or trustees, shall cease, but if in effect at said date it shall thereupon become, and subject to the terms and provisions hereof, thereafter continue in force as, an agreement between said St. Louis-San Francisco Railway Company its successors or assigns, as first party, and Licensee, its successors or assigns, as second party hereto, provided said St. Louis-San Francisco Railway Company, its successors or assigns, shall by written notice to Licensee, or Licensee's successors or assigns, elect to adopt same.

IN WITNESS WHEREOF, the parties hereto have executed this agreement, in duplicate, the day and year first above written.

Deletions made prior to
Execution of Contract

J. M. KURN AND JOHN G. LONSDALE, TRUSTEES,
ST. LOUIS-SAN FRANCISCO RAILWAY COMPANY, Debtor.

By _____
Their General Manager.

By _____
Title _____

ATTEST:

REGISTERED:

A. Heilman
for Secretary

Secretary.

or
WITNESS:

H. Smyer
D. Jones

APPROVED

As to form:

[Signature]

ASST. General Attorney.

Property Interests:

A. J. Wood
Asst. Land and Tax Commissioner.

Operation:

[Signature]

Superintendent.

Engineering:

A. Fisher
Division Engineer.

Chief Engineer.

RECEIVED
ST. LOUIS-SAN FRANCISCO RAILWAY COMPANY
JAN 14 1904
ST. LOUIS, MO.



ST. LOUIS-SAN FRANCISCO RAILWAY COMPANY
906 OLIVE STREET
ST. LOUIS 1, MO.

NOTICE OF ELECTION TO ADOPT

42973

TO R. M. Thompson

YOU ARE HEREBY NOTIFIED AND ADVISED THAT:

Pursuant to the Consummation Order and Final Decree dated December 12, 1946, of the District Court of the United States for the Eastern District of Missouri, Eastern Division, entered "In the Matter of ST. LOUIS-SAN FRANCISCO RAILWAY COMPANY, a Missouri corporation, Debtor, In Proceedings for the Reorganization of a Railroad, No. 7004," the entire property and estate of the Debtor, and all right, title and interest of Frank A. Thompson as Trustee of the Debtor's property, was vested in and became the absolute property of St. Louis-San Francisco Railway Company as of 12:01 in the forenoon, Central Standard Time, on January 1, 1947.

With respect to existing contracts said Consummation Order and Final Decree further provided that all contracts made by the Debtor Trustee or Trustees and not fully performed at the Consummation Date, to-wit, January 1, 1947, and all executory contracts heretofore made by the Debtor and not disaffirmed by the Debtor Trustee or Trustees prior to said Consummation Date, shall be deemed to have been assumed by the undersigned St. Louis-San Francisco Railway Company, which Company succeeded to all the rights and privileges of the Debtor or any of said Trustees under said contracts.

In view of the foregoing, the undersigned St. Louis-San Francisco Railway Company has elected to adopt and hereby does elect to adopt, and continue in force, that certain agreement of date June 26, 1944

J. M. KURN and FRANK A. THOMPSON, TRUSTEES, made and entered into between
ST. LOUIS-SAN FRANCISCO RAILWAY COMPANY, DEBTOR.

and R. M. Thompson

Covering private road crossing near Crestline, Kans.

Executed this 2nd day of April, 1947.

ST. LOUIS-SAN FRANCISCO RAILWAY COMPANY

(Signed) CLARK HUNGERFORD

By _____
President.

PRIVATE CROSSING CONTRACT

THIS AGREEMENT entered into, in duplicate, this 26 day of June, 1914, between J. M. KURN AND FRANK A. THOMPSON, TRUSTEES, ST. LOUIS-SAN FRANCISCO RAILWAY COMPANY, DEBTOR, hereinafter called "Trustees," parties of the first part, and R. M. THOMPSON of Galena, Kansas,

hereinafter called "Licensee," party of the second part; WITNESSETH:

WHEREAS, Licensee has requested, and does hereby request, Trustees to ~~maintain~~ maintain for the sole use and benefit of Licensee a private road crossing over and across the right of way and tracks of said St. Louis-San Francisco Railway

Company at or near Crestline Cherokee County, Kansas said private road crossing being described as follows: Extending in a general northerly and southerly direction crossing over the main track, Carthage Subdivision, Northern Division of St. Louis-San Francisco Railway Company, in the Southwest Quarter of the Southeast Quarter of Section 14, Township 33 South, Range 25 East, Cherokee County, Kansas, near Crestline, at a point 3504 feet easterly measured along center line of said main track from its intersection with the west line of said Section 14; said point of crossing being 1882.5 feet westerly from MP332. 105 feet of said proposed crossing will be located on right of way of said Railway Company.

A blue print is hereto attached and made a part hereof on which the location of said private crossing is shown in yellow coloring; and

WHEREAS, Trustees are of the opinion that said private crossing is not necessary for the convenience or accommodation of Licensee, but Trustees are willing to ~~maintain~~ maintain said private crossing, as hereinafter provided, only upon the terms and conditions hereinafter stated:

NOW THEREFORE, it is agreed by and between the parties hereto as follows:

Trustees shall at their cost maintain said private crossing, including the gates in the right of way fences on either side thereof at the points where said private crossing intersects said right of way fences.

Licensee shall keep said gates closed and securely locked at all times when said private crossing is not in actual immediate use at the points of intersection of said private crossing and each of said fences, respectively.

Licensee agrees to release, and does hereby release, Trustees from any and all liability for death of or injury to persons, and loss or destruction of or damage to property (including the killing or maiming of live stock), that may result upon said right of way or tracks as a result of the failure of Licensee, or any of Licensee's agents, employees or licensees, to keep said crossing gates closed and locked as hereinbefore provided, or that may result from the use of said private crossing by Licensee, or any of Licensee's agents, employees or licensees, arising from or growing out of the maintenance or operation of said railroad, and whether caused or contributed to by negligence of Trustees, or otherwise. Licensee hereby agrees to indemnify, protect and save harmless Trustees from and against any and all such liability and consequent loss, damage, cost and expense, suffered or incurred by Trustees.

This agreement may be terminated at any time by Trustees serving on Licensee, or by Licensee serving on Trustees, thirty (30) days' written notice of intention so to do. No termination of this agreement shall release Licensee from any liability or obligation that may have been incurred by or that may have accrued against Licensee hereunder prior to the termination hereof.

This agreement shall bind and inure to the benefit of the successor or successors of Trustees and the successors, heirs, executors, administrators and assigns of Licensee.

Unless sooner terminated as herein provided, this agreement shall *ipso facto* terminate as to the Trustees, their successor trustee or trustees, upon the date that possession of the railroad and property of said St. Louis-San Francisco Railway Company by Trustees, or their successor trustee or trustees, shall cease, but if in effect at said date it shall thereupon become, and subject to the terms and provisions hereof, thereafter continue in force as, an agreement between said St. Louis-San Francisco Railway Company, its successors or assigns, as first party, and Licensee, its successors or assigns, as second party hereto, provided said St. Louis-San Francisco Railway Company, its successors or assigns, shall by written notice to Licensee, or Licensee's successors or assigns, elect to adopt the same.

IN WITNESS WHEREOF, the parties hereto have executed this agreement the day and year first above written.

J. M. KURN AND FRANK A. THOMPSON, TRUSTEES, ST. LOUIS-SAN FRANCISCO RAILWAY COMPANY, DEBTOR,

By

Their General Manager.

WITNESS AS TO SIGNATURE OF LICENSEE

Approved:
As to Form:

Asst. General Attorney.

Property Interest:

Land and Tax Commissioner.

Operation:

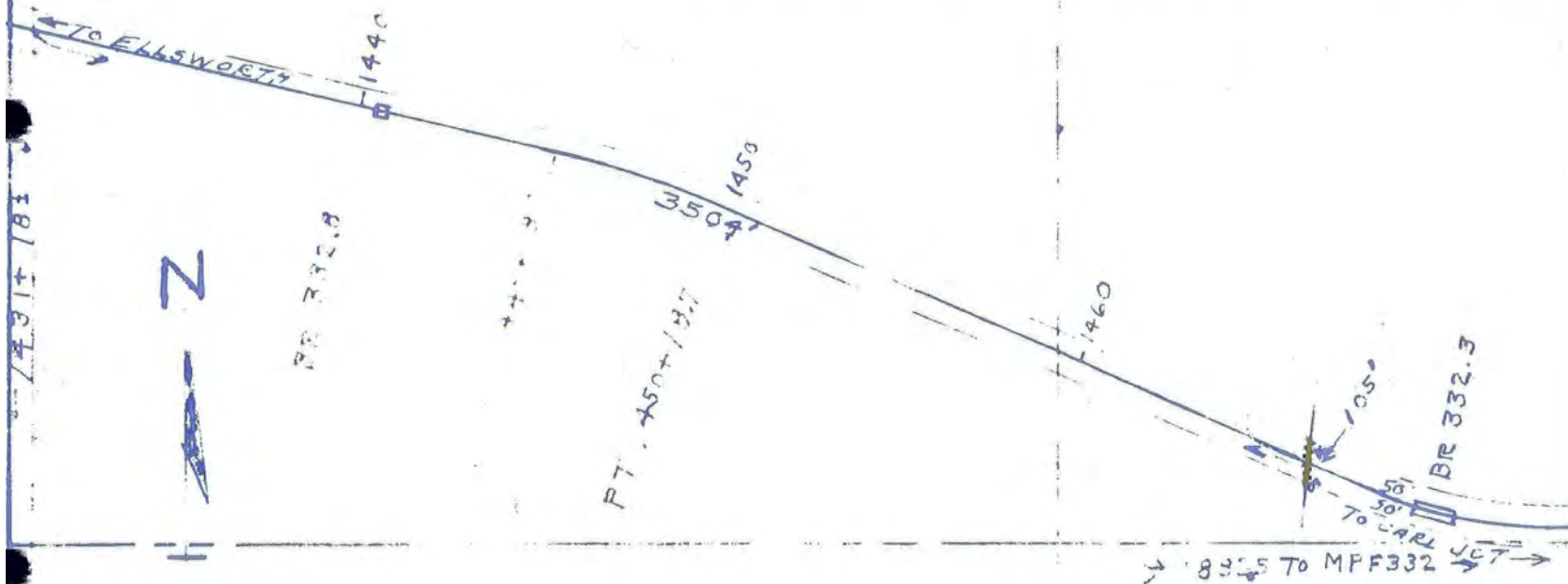
Engineering:

Superintendent.

Chief Engineer.

SE 1/4 SEC 14 - T33S - R25E

SE 1/4 SEC 14 - T33S - R25E



FRISCO LINES

NORTHERN DIV. CARTHAGE SUB-DIV.
PRINT SHOWING
PRIVATE ROAD CROSSING
SERVING R.M. THOMPSON NEAR
CRESTLINE CHEROKEE CO. KANS.

OFFICE OF DIV. ENGR. FT. SCOTT KANS.

DATE	SCALE	SUP. FILE	NOTE BOOK
5-31-1944	1"=100	248-143	—

ST. LOUIS-SAN FRANCISCO RAILWAY COMPANY

906 OLIVE STREET

ST. LOUIS 1, MO.

NOTICE OF ELECTION TO ADOPT

44112

TO R. O. Shadday

YOU ARE HEREBY NOTIFIED AND ADVISED THAT:

Pursuant to the Consummation Order and Final Decree dated December 12, 1946, of the District Court of the United States for the Eastern District of Missouri, Eastern Division, entered "In the Matter of ST. LOUIS-SAN FRANCISCO RAILWAY COMPANY, a Missouri corporation, Debtor, In Proceedings for the Reorganization of a Railroad, No. 7004," the entire property and estate of the Debtor, and all right, title and interest of Frank A. Thompson as Trustee of the Debtor's property, was vested in and became the absolute property of St. Louis-San Francisco Railway Company as of 12:01 in the forenoon, Central Standard Time, on January 1, 1947.

With respect to existing contracts said Consummation Order and Final Decree further provided that all contracts made by the Debtor Trustee or Trustees and not fully performed at the Consummation Date, to-wit, January 1, 1947, and all executory contracts heretofore made by the Debtor and not disaffirmed by the Debtor Trustee or Trustees prior to said Consummation Date, shall be deemed to have been assumed by the undersigned St. Louis-San Francisco Railway Company, which Company succeeded to all the rights and privileges of the Debtor or any of said Trustees under said contracts.

In view of the foregoing, the undersigned St. Louis-San Francisco Railway Company has elected to adopt and hereby does elect to adopt, and continue in force, that certain agreement of date July 8, 1945

FRANK A. THOMPSON, TRUSTEE, made and entered into between
ST. LOUIS-SAN FRANCISCO RAILWAY COMPANY, DEBTOR
and R. O. Shadday

Covering private undergrade crossing near Crestline, Kans.

Executed this 10th day of April, 1947.

ST. LOUIS-SAN FRANCISCO RAILWAY COMPANY

By (Signed) CLARK HUNGERFORD

President.

THIS AGREEMENT entered into, in duplicate, this 8th day of July, 1945, between FRANK A. THOMPSON, TRUSTEE, ST. LOUIS-SAN FRANCISCO RAILWAY COMPANY, DEBTOR, hereinafter called "Trustee", party of the first part, and R. O. SHADDAY, an individual, hereinafter called "Licensee", party of the second part; WITNESSETH:

WHEREAS, Licensee has requested, and does hereby request, Trustee to grant to Licensee permission and authority to construct and maintain a private undergrade crossing for use solely as a cattle pass, over and across the right of way and under the main track and through Bridge F-336.9 of St. Louis-San Francisco Railway Company (hereinafter called "Railway Company") near Crestline, Cherokee County, Kansas, at the location hereinafter more particularly described; and

WHEREAS, Trustee is willing to grant to Licensee permission and authority to construct, maintain and use said private crossing only upon the terms and conditions hereinafter set forth:

NOW THEREFORE, in consideration of the premises and of the covenants and agreements hereinafter contained to be kept and performed by the parties hereto, respectively, it is agreed as follows:

1. Trustee hereby grants to Licensee permission and authority to construct, maintain, and use solely for cattle purposes, a private undergrade crossing over and across the right

of way and under the main track and through Bridge F-336.9 of Railway Company at the following described location, to wit:

Said cattle pass is to extend in a northerly and southerly direction for a distance of about one hundred (100) feet, over the right of way and under the main track of Railway Company through Bridge F-336.9 in the West Half of Section 18, Township 33 South, Range 25 East, Cherokee County, Kansas, at a point about one thousand three hundred and three (1303) feet easterly, measured along the center line of said main track, from the west line of said Section 33, at Mile Post F-336.9.

A blue print is hereto attached and made a part hereof on which the location of said private undergrade crossing is shown by line in yellow coloring.

2. Licensee shall, at his cost, construct said private undergrade crossing at the location hereinbefore described, and break the fences along the right of way of Railway Company at said location, and run wing fences from said right-of-way fences on each side and to each end of said Bridge F-336.9.

3. Licensee shall also, at his cost, thereafter maintain said wing fences and keep said bridge cleaned out so as to permit cattle to pass thereunder. All work done by Licensee hereunder shall be subject to the approval of the Roadmaster for Trustee in whose territory said private undergrade crossing is located, or his duly authorized representative.

4. Licensee agrees to release, and does hereby release, Trustee from any and all liability for death of or injury to persons, and loss or destruction of or damage to property (in-

cluding the killing or maiming of live stock), that may get upon said right of way or track, or that may result from the construction, maintenance or use of said private undergrade crossing by Licensee, or any of Licensee's agents, employes or licensees, arising from or growing out of the maintenance or operation of said railroad, and whether caused or contributed to by negligence of Trustee, or otherwise. Licensee hereby agrees to indemnify, protect and save harmless Trustee from and against any and all such liability and consequent loss, damage, cost and expense, sustained or incurred by Trustee.

5. Either party may terminate this agreement at any time upon thirty (30) days' written notice to the other party hereto, of intention so to do, and upon the expiration of said thirty (30) days the grant to Licensee hereunder shall immediately cease and determine; provided, however, that no termination of this agreement shall release Licensee from any liability or obligation that may have been incurred by or that may have accrued against Licensee hereunder during the term hereof.

6. This agreement shall inure to the benefit of and be binding upon the successor or successors of Trustee, and the heirs, executors, administrators and assigns of Licensee.

7. Unless sooner terminated as herein provided, this agreement shall ipso facto terminate as to the Trustee, his successor trustee or trustees, upon the date that possession of the railroad and property of Railway Company by Trustee, or his successor trustee or trustees, shall cease, but if in effect at

said date it shall thereupon become, and, subject to the terms and provisions hereof, thereafter continue in force as, an agreement between Railway Company, its successors or assigns, as first party, and Licensee, his heirs, executors, administrators, successors or assigns, as second party hereto, provided Railway Company, its successors or assigns, shall by written notice to Licensee, or Licensee's heirs, executors, administrators, successors or assigns, elect to adopt the same.

IN WITNESS WHEREOF, the parties hereto have executed this agreement the day and year first above written.

REGISTERED:

A. Heilman
for Secretary.

FRANK A. THOMPSON, TRUSTEE, ST.
LOUIS-SAN FRANCISCO RAILWAY COM-
PANY, DEBTOR,

By

W. H. Kelly
GENERAL MANAGER

x R. O. Shadley

WITNESS AS TO SIGNATURE
OF LICENSEE:

x W. G. Mullens

x W. G. Goodman

IN WITNESS WHEREOF

RECORDED

RECORDED

RECORDED

RECORDED

RECORDED

RECORDED

Assistant General Attorney

Ass'n Land and Tax Commission

SUPERINTENDENT

Chief Engineer

BA

LYNN DEBLOM
FOUR-241 SAN FRANCISCO BUILDING CON-
SUMER V. JOHNSON, LUGLEE, ST.

IN WITNESS WHEREOF, the Parties hereto have executed
several or several, each to each the same.
Witness, of presence, this, excepted, administrative, and
that, the successors of several, shall all within notice to
several or several, as second party hereto, provided further com-
pany, and presence, this party, excepted, administrative, and
want between further company, the successors of several, as third
and provisions hereto, therefore continue in force as, an agree-
ment date of shall therefore become, and, subject to the terms

NW 1/4 SEC 18 T335-R 25E

R. 24 E
R. 25 E

1220
20485 MP 337

100'
PRO CATTLIE PASS
MP F336.9

BR F336.8

BR F336.9 } 28437
28469

1230

1240

2140 ±

1250

To NE 1/4 SEC 18

To CARL WET



5140 ±

SW 1/4 SEC 18 T 335- R 25E

FRISCO LINES

NORTHERN DIV. CARTHAGE SUB-DIV.
PRINT SHOWING
PRO CATTLIE PASS
FOR R.O. SHADDAY NEAR
CRESTLINE CHEROKEE CO KAN

OFFICE OF DIV. ENGR. FT. SCOTT KANS

DATE	SCALE	SUPT. FILE	NOTE BOOK
7-8-45	1"=400	348-321	

F 46279

Wire Crossing Contract

S-461-2

THIS AGREEMENT, entered into this 25 day of August, 1947, between
ST. LOUIS-SAN FRANCISCO RAILWAY COMPANY, hereinafter called "Railway Company," party of the first part, and
The Empire District Electric Company

a corporation organized and existing under and by virtue of the laws of the State of Kansas, ~~copartner~~
~~doing business under the name, style and description of~~

hereinafter called "Licensee," part V of the second part, the term "Licensee" referring to and including each and every of the parties of the second part hereto: WITNESSETH:

WHEREAS, Licensee is desirous of obtaining the right to construct and maintain wires for the conduct of electric current across the right of way and over wires and over tracks of Railway Company, ~~at~~ near Crestline, Kansas.

Said electric line is to extend in a northerly and southerly direction a distance of 100 feet over the right of way and main track of the Carthage Sub-Division, Northern Division, of the St. Louis-San Francisco Railway Company at MP F-333.5 in the Northeast Quarter of the Southwest Quarter, Section 15, T 33 S, R 25 E, Cherokee County, Kansas, at a point 2289 feet easterly, measured along the center line of said main track from its intersection with the West Line of Said Sec. 15.

which right Railway Company is willing to grant upon the terms and conditions hereinafter stated and set forth:

NOW THEREFORE, in consideration of the premises and of the sum of One Dollar (\$1.00) in hand paid by Licensee to Railway Company, the receipt whereof is hereby acknowledged, Railway Company, hereby grants to Licensee permission to construct and maintain said wires across the right of way and over wires and over tracks of Railway Company at the point above designated, upon the following terms and conditions:

1. The construction and maintenance of said wires shall be done by and at the sole expense of Licensee and in a manner satisfactory to the Superintendent of Telegraph for Railway Company. Railway Company, if it so elects, may perform such work, or any portion thereof, at the cost of Licensee.
2. Said wires shall be constructed and maintained at the point shown on the blue print marked "Exhibit A" hereto attached and made a part hereof and in accordance with specifications of

Kansas State Corporation Commission, Docket - 1944

3. Licensee shall at all times keep said wires in proper condition of maintenance and repair at Licensee's own expense, and if at any time Licensee fails so to do, Railway Company, after having given ten (10) days' notice to Licensee of intention so to do, may at the sole cost of Licensee: either make such repairs as it deems necessary or, at its option, wholly remove said wires from said right of way.

4. If said wires, or any of them, as constructed or maintained shall at any time in the opinion of Railway Company, interfere with the maintenance or operation of the railroad, or the telegraph, telephone or other wires, or any of them, constructed on right of way of Railway Company, Licensee shall, at Licensee's own expense, on notice from Railway Company so to do, immediately raise or lower, change or alter, improve, repair, or renew said wires, or any of them, in such manner as may be prescribed by the Superintendent of Telegraph for Railway Company, or if construction or maintenance of said wires, or any of them, shall require any change or alteration in the location or arrangement, or otherwise, of the telegraph, telephone or other wires aforesaid on said right of way, or any of them, such change or alteration shall be made by Railway Company at the cost of Licensee. If Licensee should fail to comply with any of the provisions of this paragraph, Railway Company shall have the option, at the expense of Licensee, either to do said work or to wholly remove Licensee's wires from said right of way.

5. Should Railway Company, at its election, by reason of the default of Licensee or otherwise, perform any work which Licensee is obligated hereunder to perform, there shall be added to the expense of such work so performed by Railway Company, ten (10) per cent to labor to cover supervision, accounting and use of tools, and also freight charges on material from point of origin to the nearest freight station at regular tariff rates.

6. If Licensee shall at any time discontinue the use of said wires, or any of them, Licensee shall at once, at Licensee's own expense, remove the same from said right of way and restore said right of way to a condition satisfactory to Railway Company, and in the event of Licensee's failure so to do, Railway Company may make such removal and restoration at the expense of Licensee.

7. If at any time Railway Company shall desire to have the location of said wires, or any of them, changed, Licensee shall, within ten (10) days after written notice given to Licensee by Railway Company, change the location of said wires in accordance with said notice and without expense to Railway Company, and in the event of Licensee's failure so to do Railway Company may, at Licensee's expense wholly remove said wires from said right of way.

8. Said wires shall be used for the sole purpose of conveying electric current at a potential not to exceed 33 K volts for power and light purposes.

9. Licensee shall and will at all times hereafter indemnify, protect and save harmless Railway Company from and against all loss, damage, cost, charges and expenses whatsoever which it may suffer, sustain or in any wise be subjected to, either on account of damage to property of Licensee or property in Licensee's custody, or injury to or death of any of the employees of Licensee, or others, or on account of damage to property of Railway Company, or property in its custody, or injury to or death of any of the employees or passengers of Railway Company, or others, or loss of or damage to the property of any other person or persons, corporation or corporations, arising out of, resulting from, or in any manner caused by the construction, maintenance, use, repair, renewal or removal of said wires, or any of them.

10. Railway Company may terminate this license at any time on thirty (30) days' written notice thereof to Licensee, at the expiration of which time all rights and privileges herein granted to Licensee shall at once cease and determine, and Licensee shall, at Licensee's own expense, remove said wires and all other property of Licensee from said right of way, and in the event of Licensee's failure so to do, Railway Company shall have the right to remove the same at the sole expense of the Licensee.

11. As a condition precedent to the exercise by Licensee of the permission and authority herein granted, Licensee shall pay to Railway Company, in advance, the sum of Ten Dollars (\$10.00) for each wire line proposed to be constructed over, along or across the right of way of Railway Company under this agreement, plus a sum at the rate of One Dollar (\$1.00) for each one hundred (100) feet, or fraction thereof, of right of way to be occupied by said wires in excess of the first one hundred (100) feet.

12. In the event the location of said wires across aforesaid right of way requires the location of poles on said right of way, and Railway Company shall consent thereto, then each and every of the terms, conditions and provisions hereof concerning said wires shall also apply to any and all such poles of Licensee.

13. Except as otherwise provided in paragraph 11 hereof, all sums payable by Licensee to Railway Company hereunder shall be paid within fifteen (15) days after presentation of bill therefor to Licensee.

14. Licensee hereby accepts the license herein granted on the terms and conditions hereinabove contained.

15. This agreement shall bind and inure to the benefit of the successors and assigns of Railway Company, and the successors, heirs, executors, administrators and assigns of Licensee; provided that Licensee shall have no right to assign or transfer this agreement without first obtaining the written consent of Railway Company.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be duly executed the day and year first above written.

ATTEST:

ATTEST:

or
WITNESS:

ST. LOUIS AND SAN FRANCISCO RAILWAY COMPANY,

By:

RENEEVT NYNYCE
ASSISTANT TO PRESIDENT General Manager

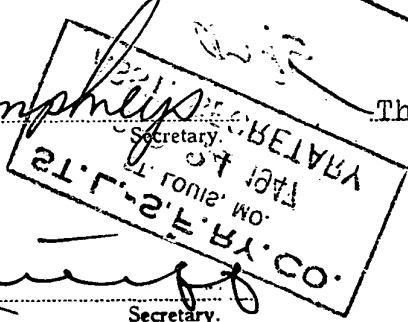
The Empire District Electric Company

By:

CHAS. J. N. COVATZ
Vice President

Its:

APPROVED



Secretary.

APPROVED

APPROVED

APPROVED AS TO FORM

F-46279

F-46279

SECTION
15
1333-1350



FRISCO LINES
NORTHERN DIV. CARTHAGE SUB
PRINT SHOWING PRA ELEC. WIRE XING
TO SERVE EMPIRE DISTRICT
ELECTRIC CO.
NEAR CRESTLINE, CHEROKEE CO. KANS.

OFFICE OF DIV. ENGR. FT. SCOTT, KANS			
DATE 8-11-47	SCALE 1"=400'	SUPT. FILE 305-765	NOTE BOOK

6406 Public Xing
7404.4
7421.9 BRN No. 3340

To Neodesha

50' R/W

9468 Pk Xing
1390

2287'

9464 M. P. 333.5
PRA wire Xing
1400

8' x 8' Conc. Culvert
1410

To Carl Junction
505' R/W

3775'
1112 334 8+89

F4693501

For good and valuable considerations received, The Baxter Springs Gas Company

hereinafter called "Assignor", does hereby assign, transfer and set over to The Gas Service Company

hereinafter called "Assignee", effective July 1 1964
the following written agreement(s) entered into between Assignor, or Assignor's predecessor(s) in interest, and St. Louis-San Francisco Railway Company, or its predecessor(s) in interest, hereinafter called "Railway Company", to-wit:

Agreement dated 29th December 1947 (Railway's Secretary No. 46935) covering three inch gas pipe line, location described as,
To extend in a northerly and southerly direction for a distance of about 9 feet, under the main track of the St. L-S F Ry Co at a point about 138 feet in a northeasterly direction, measured along center line of said main track, from its intersection with the East line of West Avenue in the City of Baxter Springs, Cherokee County, Kansas.

including all of the right, title, interest and obligations of Assignor in, to and under the aforesaid agreement(s), which said agreement(s) is(are) made a part hereof by reference, and said Assignor agrees that Assignor shall not by reason of this assignment or the consent thereto by Railway Company, or otherwise, be released from any liabilities or obligations that may have been incurred by or that may have accrued against Assignor under or by virtue of said agreement(s) prior to the effective date hereof.

Assignee does hereby accept the above and foregoing assignment and, in consideration of Railway Company's consent to this assignment, hereby agrees with Assignor and Railway Company, and each of them, to keep and perform each and every of the terms, provisions and obligations on the part of Assignor to be kept and performed in, to and under the aforesaid agreement(s), and Assignee further agrees that Assignee shall not have the right to sell, assign or transfer said agreement(s), or any interest therein, without first obtaining the written consent of Railway Company thereto.

In consideration of the covenants and agreements herein contained to be kept and performed by Assignor and Assignee, Railway Company consents to the assignment of said agreement(s) by Assignor to Assignee.

IN WITNESS WHEREOF, the parties hereto have executed this instrument this 12 day of October, 1964.

ATTEST: (if a corporation)

Ralph Barker
Secretary

WITNESS: (if not a corporation)

THE BAXTER SPRINGS GAS COMPANY

By: [Signature]

Title: Vice President

(Assignor)

ATTEST: (if a corporation)

Ralph Barker
Secretary

WITNESS: (if not a corporation)

THE GAS SERVICE COMPANY

By: [Signature]

Title: Vice President

(Assignee)

ATTEST:

[Signature]
Secretary

ST. LOUIS-SAN FRANCISCO RAILWAY COMPANY

[Signature]
Assistant General Manager

Pipe Line Crossing Contract

F46935 75-257

THIS AGREEMENT, entered into this 29th day of December, 1947, between
 St. Louis-San Francisco Railway Company, hereinafter called "Railway Company," party of the first part, and
THE BAXTER SPRINGS GAS COMPANY
 (a corporation)

of Kansas, hereinafter called "Licensee", party of the second part,
 the term "Licensee" wherever herein used referring to and meaning each and every party of the second part hereto; WITNESSETH:

Railway Company, in consideration of the sums to be paid and the covenants, agreements and conditions to be kept and performed by Licensee, as hereinafter provided, hereby grants permission to Licensee to excavate for, lay, construct, maintain, operate and repair a - Three-inch --Gas-- pipe line under the right of way and tracks of Railway Company, in the County of Cherokee, State of Kansas, at the following described location:

To extend in a northerly and southerly direction for a distance of about 9 feet, under the main track of the St. L - S F Ry Co at a point about 138 feet in a northeasterly direction, measured along the center line of said main track, from its intersection with the East line of West Avenue in the City of Baxter Springs, Cherokee County, Kansas.

The location of said pipe line is shown by line colored yellow on the blue print attached hereto and made a part hereof.

This grant is made by Railway Company and accepted by Licensee upon and subject to the following conditions:

1. As a condition precedent to the exercise by Licensee of the permission herein granted, Licensee shall pay to Railway Company, in advance, the sum of Ten Dollars (\$10.00) for each crossing to be constructed under said tracks under this agreement.
2. Licensee shall lay and maintain said pipe at a depth of not less than four (4) feet below the base of the rails in said tracks and shall do all work of excavating for, laying, constructing, maintaining, operating and repairing said pipe line in such a manner as not to interfere with or endanger the roadbed of said right of way, or any tracks as now or hereafter laid on said right of way, and at such times and in such manner as not to interfere with or endanger the operation of the railroad of Railway Company. Said pipe, when so required by Railway Company, shall be encased with a steel or cast iron pipe of the same strength as the main pipe, and of sufficient strength to carry loads of said tracks, equipped with threaded or leaded joints, cemented ends and iron escape pipe, for the entire distance along and across said right of way. All of the pipe of Licensee on said right of way shall be laid and maintained so that the top of said pipe in all cases shall not be less than three (3) feet, and in case of pipe lines carrying gasoline, gas, or other inflammable substances not less than four (4) feet, below the surface of the ground of said right of way. Said pipe line shall not be constructed under said right of way and tracks nearer than six (6) feet on a line perpendicularly distant from any rail joint in said tracks. In refilling the trench excavated for said pipe, that portion of the same beneath the ties of said tracks shall be firmly tamped so as to form a solid subgrade. That portion of said trench on each side of said ties shall be promptly refilled in a proper and workmanlike manner, and so as to leave no holes or obstructions therein, and so as to furnish and provide proper drainage.
3. All of the work of excavating for, laying, constructing, maintaining, operating and repairing said pipe line under said right of way and tracks shall be done by Licensee, at Licensee's own expense, and under the direction and subject to the approval of the Roadmaster in charge of that portion of said line of railroad, and all expense for supervision, etc., shall be paid by Licensee. Said Roadmaster shall have full authority to direct the time and manner of doing the work, and may require Licensee to have the same done as he directs, and if Licensee fail or refuse to comply with his direction, said Roadmaster may stop the work altogether.
4. Licensee shall install above the surface of the ground at the location to be determined by and in accordance with directions of Railway Company, a plate marker which shall have stenciled thereon the name of owner, and kind and size, of said pipe line and which shall be securely attached to said pipe line.

F46939

5. If Railway Company shall hereafter change the grade of said right of way and tracks, or either thereof, and shall not terminate this agreement on account thereof, Licensee shall thereupon reconstruct said pipe line, at Licensee's sole expense, to comply with the requirements of this grant with respect to such new grade. Upon any termination of this agreement, Licensee shall, within ten (10) days thereafter, remove said pipe line from under said right of way and tracks and restore the same to a condition satisfactory to Railway Company without cost or expense to Railway Company and if Licensee shall fail so to do, Railway Company shall have the right to make such removal and restoration at the expense of Licensee, which expense shall include ten per cent (10%) to the cost of labor, and Licensee hereby agrees to promptly pay all of said expense.

6. Licensee, as a further consideration for the permission herein granted, hereby agrees to indemnify and save harmless Railway Company from any and all (a) loss, costs, damages and expenses that Railway Company may sustain, or for which Railway Company may become liable to third parties, including loss and destruction of or damage to property, and death of or injury to persons, whether caused by negligence of Railway Company, its agents, servants or employees, or otherwise, on account or by reason of excavating for, laying, constructing, maintaining, operating or repairing said pipe line, or that Railway Company may be put to in defending against suits for damages claimed to have been sustained thereby; and (b) loss or destruction of or damage to said pipe line, and all other property of Licensee, growing out of the laying, excavating for, constructing, maintaining, operating or repairing said pipe line, whether caused by negligence of Railway Company, its agents, servants, or employees, or otherwise.

7. Either party may terminate this agreement by giving to the other party thirty (30) days' written notice. No termination of this agreement shall release Licensee from any liability or obligation that may have been incurred by or that may have accrued against Licensee hereunder during the life of this agreement.

8. This agreement shall bind and inure to the benefit of the successors and assigns of Railway Company and the successors, heirs, executors, administrators and assigns of Licensee; provided that Licensee shall have no right to assign or transfer this agreement without first obtaining the written consent of Railway Company.

IN WITNESS WHEREOF, the parties hereto have executed this agreement, in duplicate, the day and year first above written.

ATTEST:

A. Humphreys
Secretary.

ST. LOUIS SAN FRANCISCO RAILWAY COMPANY,

By *A. D. Clary*
Assistant to President General Manager.

ATTEST:

E. L. Barnard
Secretary.

THE BAXTER SPRINGS GAS COMPANY

By *W. M. Kurbjagank*
President

or
WITNESS

APPROVED

As to form:

S. G. Ray
General Attorney.

Property Interests:

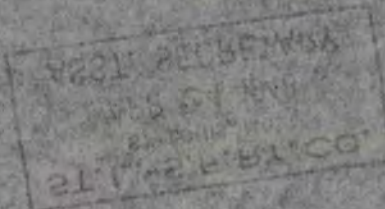
W. R. Evans
Land and Tax Commissioner.

Operation:

C. M. Ball
Superintendent.

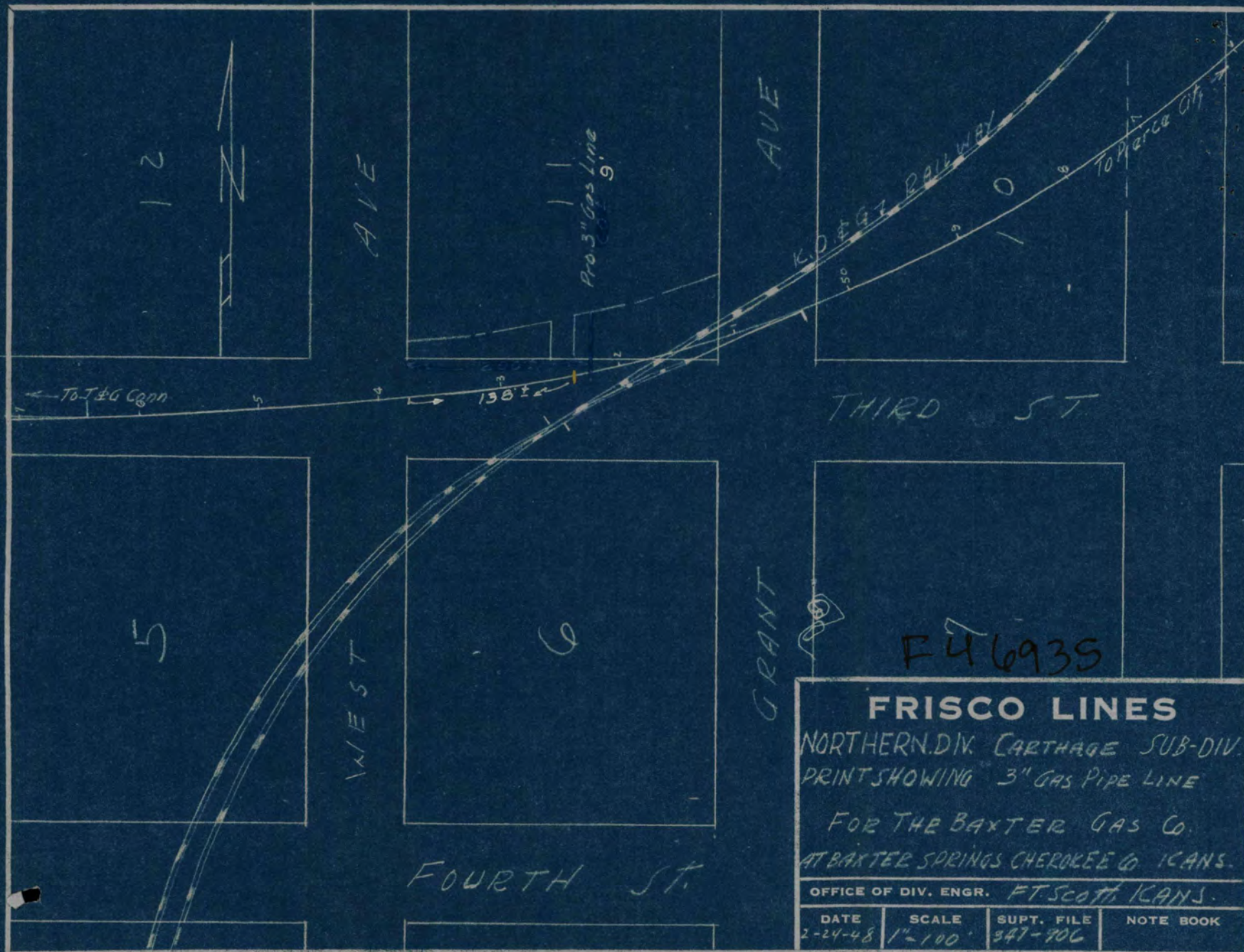
Engineering:

A. M. Beighley
Division Engineer.
H. B. Barry
Chief Engineer.



APPROVED:

W. M. Kurbjagank
President



SERVICE BLUE PRINT CO.

Wire Crossing Contract

F47132
S-1046-2

1222-5

THIS AGREEMENT, entered into this 25th day of May, 1948, between ST. LOUIS-SAN FRANCISCO RAILWAY COMPANY, hereinafter called "Railway Company," party of the first part, and

The Empire District Electric Company

a corporation organized and existing under and by virtue of the laws of the State of Kansas, ~~co-partners~~

~~doing business under the name, style and description of~~

hereinafter called "Licensee," part V of the second part, the term "Licensee" referring to and including each and every of the parties of the second part hereto; WITNESSETH:

WHEREAS, Licensee is desirous of obtaining the right to construct and maintain wires for the conduct of electric current across the right of way and over wires and over tracks of Railway Company, ~~at~~ near Riverton, Kansas.

Said electric line is to extend in a northerly and southerly direction for a distance of about 100 feet over the right of way and main track of the St. Louis-San Francisco Railway Company at MP H-341.6 in the Southeast quarter of Section 16, Township 34 South, Range 25 East, Cherokee County, Kansas, at a point about 24 feet westerly, measured along the center line of said main track, from the East line of said Section 16.

which right Railway Company is willing to grant upon the terms and conditions hereinafter stated and set forth:

NOW THEREFORE, in consideration of the premises and of the sum of One Dollar (\$1.00) in hand paid by Licensee to Railway Company, the receipt whereof is hereby acknowledged, Railway Company, hereby grants to Licensee permission to construct and maintain said wires across the right of way and over wires and over tracks of Railway Company at the point above designated, upon the following terms and conditions:

1. The construction and maintenance of said wires shall be done by and at the sole expense of Licensee and in a manner satisfactory to the Superintendent of Telegraph for Railway Company. Railway Company, if it so elects, may perform such work, or any portion thereof, at the cost of Licensee.

2. Said wires shall be constructed and maintained at the point shown on the blue print marked "Exhibit A" hereto attached and made a part hereof and in accordance with specifications of _____

Kansas State Corporation Commission, Docket - 1944

3. Licensee shall at all times keep said wires in proper condition of maintenance and repair at Licensee's own expense, and if at any time Licensee fails so to do, Railway Company, after having given ten (10) days' notice to Licensee of intention so to do, may at the sole cost of Licensee, either make such repairs as it deems necessary or, at its option, wholly remove said wires from said right of way.

4. If said wires, or any of them, as constructed or maintained shall at any time in the opinion of Railway Company, interfere with the maintenance or operation of the railroad, or the telegraph, telephone or other wires, or any of them, constructed on right of way of Railway Company, Licensee shall, at Licensee's own expense, on notice from Railway Company so to do, immediately raise or lower, change or alter, improve, repair, or renew said wires, or any of them, in such manner as may be prescribed by the Superintendent of Telegraph for Railway Company, or if construction or maintenance of said wires, or any of them, shall require any change or alteration in the location or arrangement, or otherwise, of the telegraph, telephone or other wires aforesaid on said right of way, or any of them, such change or alteration shall be made by Railway Company at the cost of Licensee. If Licensee should fail to comply with any of the provisions of this paragraph, Railway Company shall have the option, at the expense of Licensee, either to do said work or to wholly remove Licensee's wires from said right of way.

5. Should Railway Company, at its election, by reason of the default of Licensee or otherwise, perform any work which Licensee is obligated hereunder to perform, there shall be added to the expense of such work so performed by Railway Company, ten (10) per cent to labor to cover supervision, accounting and use of tools, and also freight charges on material from point of origin to the nearest freight station at regular tariff rates.

6. If Licensee shall at any time discontinue the use of said wires, or any of them, Licensee shall at once, at Licensee's own expense, remove the same from said right of way and restore said right of way to a condition satisfactory to Railway Company, and in the event of Licensee's failure so to do, Railway Company may make such removal and restoration at the expense of Licensee.

7. If at any time Railway Company shall desire to have the location of said wires, or any of them, changed, Licensee shall, within ten (10) days after written notice given to Licensee by Railway Company, change the location of said wires in accordance with said notice and without expense to Railway Company, and in the event of Licensee's failure so to do Railway Company may, at Licensee's expense wholly remove said wires from said right of way.

8. Said wires shall be used for the sole purpose of conveying electric current at a potential not to exceed 6900 volts for power and light purposes.

9. Licensee shall and will at all times hereafter indemnify, protect and save harmless Railway Company from and against all loss, damage, cost, charges and expenses whatsoever which it may suffer, sustain or in any wise be subjected to, either on account of damage to property of Licensee or property in Licensee's custody, or injury to or death of any of the employees of Licensee, or others, or on account of damage to property of Railway Company, or property in its custody, or injury to or death of any of the employees or passengers of Railway Company, or others, or loss of or damage to the property of any other person or persons, corporation or corporations, arising out of, resulting from, or in any manner caused by the construction, maintenance, use, repair, renewal or removal of said wires, or any of them.

10. Railway Company may terminate this license at any time on thirty (30) days' written notice thereof to Licensee, at the expiration of which time all rights and privileges herein granted to Licensee shall at once cease and determine, and Licensee shall, at Licensee's own expense, remove said wires and all other property of Licensee from said right of way, and in the event of Licensee's failure so to do, Railway Company shall have the right to remove the same at the sole expense of the Licensee.

11. As a condition precedent to the exercise by Licensee of the permission and authority herein granted, Licensee shall pay to Railway Company, in advance, the sum of Ten Dollars (\$10.00) for each wire line proposed to be constructed over, along or across the right of way of Railway Company under this agreement, plus a sum at the rate of One Dollar (\$1.00) for each one hundred (100) feet, or fraction thereof, of right of way to be occupied by said wires in excess of the first one hundred (100) feet.

12. In the event the location of said wires across aforesaid right of way requires the location of poles on said right of way, and Railway Company shall consent thereto, then each and every of the terms, conditions and provisions hereof concerning said wires shall also apply to any and all such poles of Licensee.

13. Except as otherwise provided in paragraph 11 hereof, all sums payable by Licensee to Railway Company hereunder shall be paid within fifteen (15) days after presentation of bill therefor to Licensee.

14. Licensee hereby accepts the license herein granted on the terms and conditions hereinabove contained.

15. This agreement shall bind and inure to the benefit of the successors and assigns of Railway Company, and the successors, heirs, executors, administrators and assigns of Licensee; provided that Licensee shall have no right to assign or transfer this agreement without first obtaining the written consent of Railway Company.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be duly executed the day and year first above written.

ATTEST:

W. H. Humphreys
Secretary.

ST. LOUIS-SAN FRANCISCO RAILWAY COMPANY,

By [Signature]

VICE PRESIDENT

The Empire District Electric Company

By [Signature]

Its Vice President

ATTEST:

[Signature]
Secretary.

or
WITNESS:

[Signature]
[Illegible]

Approved as to property interests

ATTORNEY

Land and Tax Commissioner

APPROVED

APPROVED:

Chief Engineer

SUP. T. COM. & SIGNALS

GENERAL MANAGER

ST. L. & S. F. RY. CO.
ST. LOUIS, MO.

ST. LOUIS
JUN 21 1948

SECRET

JUN 21 1954
 ASST. SECRETARY
 5119

14. presence of a disorder not present when disturbed or in a family and conditions are normal conditions

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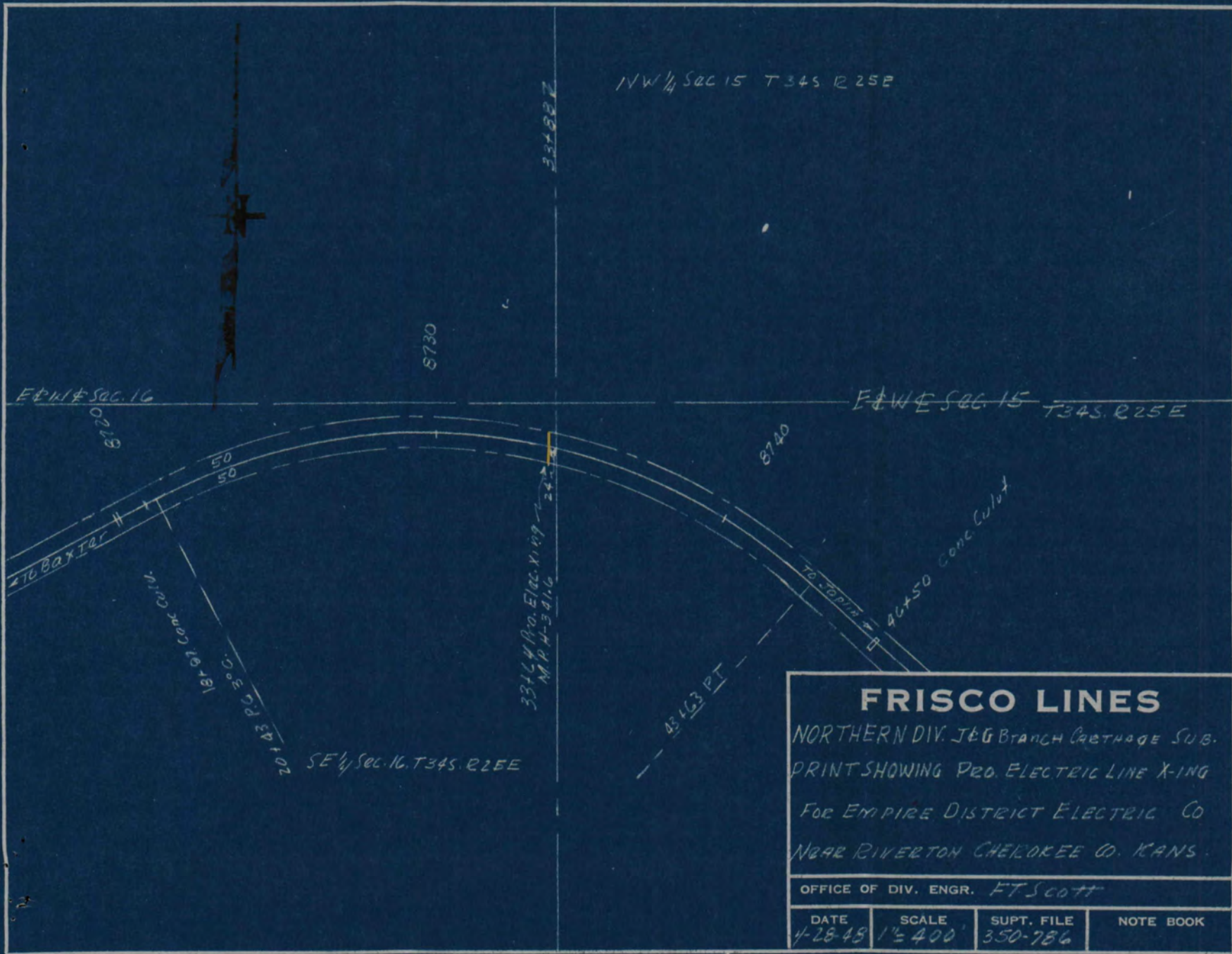
17. In light of the above, the Commission has concluded that the proposed merger is not in the public interest and has therefore refused to approve the proposed merger.

(continued from page 6)

(b) Verbal component is a summary of the results of your work on parts (1)(d) and (1)(e). It should address the question: "What is the relationship between the two variables?"

[illegible]

in pictures of the same subject. Above and below the line of sight



Wire Crossing Contract

S-1222-8

F 50603

THIS AGREEMENT, entered into this 22nd day of June, 1951, between
ST. LOUIS-SAN FRANCISCO RAILWAY COMPANY, hereinafter called "Railway Company," party of the first part, and
The Empire District Electric Company

a corporation organized and existing under and by virtue of the laws of the State of Kansas, ~~too partner~~
~~doing business under the name, style and description of~~

hereinafter called "Licensee," part V of the second part, the term "Licensee" referring to and including each and every of the parties of the second part hereto; WITNESSETH:

WHEREAS, Licensee is desirous of obtaining the right to construct and maintain wires for the conduct of electric current across the right of way and over wires and over tracks of Railway Company, at

Mile Pole H-342 + 20 + 650 ft. near Riverton, Kansas - Public

which right Railway Company is willing to grant upon the terms and conditions hereinafter stated and set forth:

NOW THEREFORE, in consideration of the premises and of the sum of One Dollar (\$1.00) in hand paid by Licensee to Railway Company, the receipt whereof is hereby acknowledged, Railway Company, hereby grants to Licensee permission to construct and maintain said wires across the right of way and over wires and over tracks of Railway Company at the point above designated, upon the following terms and conditions:

1. The construction and maintenance of said wires shall be done by and at the sole expense of Licensee and in a manner satisfactory to the Superintendent of Telegraph for Railway Company. Railway Company, if it so elects, may perform such work, or any portion thereof, at the cost of Licensee.

2. Said wires shall be constructed and maintained ~~at the point shown on the blue print marked "Exhibit A" hereto attached and made a part hereof and~~ in accordance with specifications of the Fifth Edition of the National Electrical Safety Code, dated September 23, 1941, known as Handbook H-32 National Bureau of Standards and Public Service Commission Order No. 24.

3. Licensee shall at all times keep said wires in proper condition of maintenance and repair at Licensee's own expense, and if at any time Licensee fails so to do, Railway Company, after having given ten (10) days' notice to Licensee of intention so to do, may at the sole cost of Licensee, either make such repairs as it deems necessary or, at its option, wholly remove said wires from said right of way.

4. If said wires, or any of them, as constructed or maintained shall at any time in the opinion of Railway Company, interfere with the maintenance or operation of the railroad, or the telegraph, telephone or other wires, or any of them, constructed on right of way of Railway Company, Licensee shall, at Licensee's own expense, on notice from Railway Company so to do, immediately raise or lower, change or alter, improve, repair, or renew said wires, or any of them, in such manner as may be prescribed by the Superintendent of Telegraph for Railway Company, or if construction or maintenance of said wires, or any of them, shall require any change or alteration in the location or arrangement, or otherwise, of the telegraph, telephone or other wires aforesaid on said right of way, or any of them, such change or alteration shall be made by Railway Company at the cost of Licensee. If Licensee should fail to comply with any of the provisions of this paragraph, Railway Company shall have the option, at the expense of Licensee, either to do said work or to wholly remove Licensee's wires from said right of way.

5. Should Railway Company, at its election, by reason of the default of Licensee or otherwise, perform any work which Licensee is obligated hereunder to perform, there shall be added to the expense of such work so performed by Railway Company, ten (10) per cent to labor to cover supervision, accounting and use of tools, and also freight charges on material from point of origin to the nearest freight station at regular tariff rates.

6. If Licensee shall at any time discontinue the use of said wires, or any of them, Licensee shall at once, at Licensee's own expense, remove the same from said right of way and restore said right of way to a condition satisfactory to Railway Company, and in the event of Licensee's failure so to do, Railway Company may make such removal and restoration at the expense of Licensee.

7. If at any time Railway Company shall desire to have the location of said wires, or any of them, changed, Licensee shall, within ten (10) days after written notice given to Licensee by Railway Company, change the location of said wires in accordance with said notice and without expense to Railway Company, and in the event of Licensee's failure so to do Railway Company may, at Licensee's expense wholly remove said wires from said right of way.

8. Said wires shall be used for the sole purpose of conveying electric current at a potential not to exceed 7.2K volts for power and light purposes.

9. Licensee shall and will at all times hereafter indemnify, protect and save harmless Railway Company from and against all loss, damage, cost, charges and expenses whatsoever which it may suffer, sustain or in any wise be subjected to, either on account of damage to property of Licensee or property in Licensee's custody, or injury to or death of any of the employees of Licensee, or others, or on account of damage to property of Railway Company, or property in its custody, or injury to or death of any of the employees or passengers of Railway Company, or others, or loss of or damage to the property of any other person or persons, corporation or corporations, arising out of, resulting from, or in any manner caused by the construction, maintenance, use, repair, renewal or removal of said wires, or any of them.

10. Railway Company may terminate this license at any time on thirty (30) days' written notice thereof to Licensee, at the expiration of which time all rights and privileges herein granted to Licensee shall at once cease and determine, and Licensee shall, at Licensee's own expense, remove said wires and all other property of Licensee from said right of way, and in the event of Licensee's failure so to do, Railway Company shall have the right to remove the same at the sole expense of the Licensee.

11. ~~As a condition precedent to the exercise by Licensee of the permission and authority herein granted, Licensee shall pay to Railway Company, in advance, the sum of Ten Dollars (\$10.00) for each wire line proposed to be constructed over, along or across the right of way of Railway Company under this agreement, plus a sum at the rate of One Dollar (\$1.00) for each one hundred (100) feet, or fraction thereof, of right of way to be occupied by said wires in excess of the first one hundred (100) feet.~~

12. In the event the location of said wires across aforesaid right of way requires the location of poles on said right of way, and Railway Company shall consent thereto, then each and every of the terms, conditions and provisions hereof concerning said wires shall also apply to any and all such poles of Licensee.

13. Except as otherwise provided in paragraph 11 hereof, all sums payable by Licensee to Railway Company hereunder shall be paid within fifteen (15) days after presentation of bill therefor to Licensee.

14. Licensee hereby accepts the license herein granted on the terms and conditions hereinabove contained.

15. This agreement shall bind and inure to the benefit of the successors and assigns of Railway Company, and the successors, heirs, executors, administrators and assigns of Licensee; provided that Licensee shall have no right to assign or transfer this agreement without first obtaining the written consent of Railway Company.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be duly executed the day and year first above written. ~~Deletion of paragraph 11 made prior to execution.~~

ST. LOUIS-SAN FRANCISCO RAILWAY COMPANY,

ATTEST:

[Signature]
Secretary.

By [Signature]

General Manager

The Empire District Electric Company

By [Signature]

Its Vice President

ATTEST:

[Signature]
Secretary.

or
WITNESS:

Approved as to property interests

APPROVED

P. J. Baker
Asst. Land and Tax Commissioner

J. J. Schmitt
Superintendent

APPROVED:

APPROVED AS TO FORM

E. L. Anderson
Chief Engineer

J. Q. O'Connell
ATTORNEY

WITNESSES

WITNESS

BY

WITNESS

ST. L. S. F. RY. CO.

ST. LOUIS, MO.

JUL 23 1951

ASST. SECRETARY

BY

M. Roth
SUPERINTENDENT

COM. AND SIGNALS

WITNESS

WITNESS

WITNESS WHEREOF the parties have hereunto set their hands and seals this 23rd day of July 1951.

1. This agreement shall bind and inure to the benefit of the successors and assigns of Railway Company, and the successors

2. The agreement shall bind and inure to the benefit of the successors and assigns of Railway Company, and the successors

3. The agreement shall bind and inure to the benefit of the successors and assigns of Railway Company, and the successors

4. The agreement shall bind and inure to the benefit of the successors and assigns of Railway Company, and the successors

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39. The agreement shall bind and inure to the benefit of the successors and assigns of Railway Company, and the successors

40. The agreement shall bind and inure to the benefit of the successors and assigns of Railway Company, and the successors

Wire Crossing Contract

S-1193-8

THIS AGREEMENT, entered into this 31st day of March, 1952, between
ST. LOUIS-SAN FRANCISCO RAILWAY COMPANY, hereinafter called "Railway Company," party of the first part, and
The Empire District Electric Company

a corporation organized and existing under and by virtue of the laws of the State of Kansas
~~Empire District Electric Company~~

hereinafter called "Licensee," party Y of the second part, the term "Licensee" referring to and including each and every of the parties of the second part hereto; WITNESSETH:

WHEREAS, Licensee is desirous of obtaining the right to construct and maintain wires for the conduct of electric current across the right of way and over wires and over tracks of Railway Company, at

Mile Pole H-347 plus 10 poles, near
Baxter Springs, Kansas - Private -
\$20.00

which right Railway Company is willing to grant upon the terms and conditions hereinafter stated and set forth:

NOW THEREFORE, in consideration of the premises and of the sum of One Dollar (\$1.00) in hand paid by Licensee to Railway Company, the receipt whereof is hereby acknowledged, Railway Company, hereby grants to Licensee permission to construct and maintain said wires across the right of way and over wires and over tracks of Railway Company at the point above designated, upon the following terms and conditions:

1. The construction and maintenance of said wires shall be done by and at the sole expense of Licensee and in a manner satisfactory to the Superintendent of Telegraph for Railway Company. Railway Company, if it so elects, may perform such work, or any portion thereof, at the cost of Licensee.

2. Said wires shall be constructed and maintained ~~in accordance with specifications of~~ Kansas State Corporation Commission
~~in accordance with specifications of~~ Docket 1944.

3. Licensee shall at all times keep said wires in proper condition of maintenance and repair at Licensee's own expense, and if at any time Licensee fails so to do, Railway Company, after having given ten (10) days' notice to Licensee of intention so to do, may at the sole cost of Licensee, either make such repairs as it deems necessary or, at its option, wholly remove said wires from said right of way.

4. If said wires, or any of them, as constructed or maintained shall at any time in the opinion of Railway Company, interfere with the maintenance or operation of the railroad, or the telegraph, telephone or other wires, or any of them, constructed on right of way of Railway Company, Licensee shall, at Licensee's own expense, on notice from Railway Company so to do, immediately raise or lower, change or alter, improve, repair, or renew said wires, or any of them, in such manner as may be prescribed by the Superintendent of Telegraph for Railway Company, or if construction or maintenance of said wires, or any of them, shall require any change or alteration in the location or arrangement, or otherwise, of the telegraph, telephone or other wires aforesaid on said right of way, or any of them, such change or alteration shall be made by Railway Company at the cost of Licensee. If Licensee should fail to comply with any of the provisions of this paragraph, Railway Company shall have the option, at the expense of Licensee, either to do said work or to wholly remove Licensee's wires from said right of way.

F 51513

5. Should Railway Company, at its election, by reason of the default of Licensee or otherwise, perform any work which Licensee is obligated hereunder to perform, there shall be added to the expense of such work so performed by Railway Company, ten (10) per cent to labor to cover supervision, accounting and use of tools, and also freight charges on material from point of origin to the nearest freight station at regular tariff rates.

6. If Licensee shall at any time discontinue the use of said wires, or any of them, Licensee shall at once, at Licensee's own expense, remove the same from said right of way and restore said right of way to a condition satisfactory to Railway Company, and in the event of Licensee's failure so to do, Railway Company may make such removal and restoration at the expense of Licensee.

7. If at any time Railway Company shall desire to have the location of said wires, or any of them, changed, Licensee shall, within ten (10) days after written notice given to Licensee by Railway Company, change the location of said wires in accordance with said notice and without expense to Railway Company, and in the event of Licensee's failure so to do Railway Company may, at Licensee's expense wholly remove said wires from said right of way.

8. Said wires shall be used for the sole purpose of conveying electric current at a potential not to exceed 2.3 K volts for power and light purposes.

9. Licensee shall and will at all times hereafter indemnify, protect and save harmless Railway Company from and against all loss, damage, cost, charges and expenses whatsoever which it may suffer, sustain or in any wise be subjected to, either on account of damage to property of Licensee or property in Licensee's custody, or injury to or death of any of the employees of Licensee, or others, or on account of damage to property of Railway Company, or property in its custody, or injury to or death of any of the employees or passengers of Railway Company, or others, or loss of or damage to the property of any other person or persons, corporation or corporations, arising out of, resulting from, or in any manner caused by the construction, maintenance, use, repair, renewal or removal of said wires, or any of them.

10. Railway Company may terminate this license at any time on thirty (30) days' written notice thereof to Licensee, at the expiration of which time all rights and privileges herein granted to Licensee shall at once cease and determine, and Licensee shall, at Licensee's own expense, remove said wires and all other property of Licensee from said right of way, and in the event of Licensee's failure so to do, Railway Company shall have the right to remove the same at the sole expense of the Licensee.

11. As a condition precedent to the exercise by Licensee of the permission and authority herein granted, Licensee shall pay to Railway Company, in advance, the sum of Twenty Dollars (\$20.00) for each wire line proposed to be constructed over, along or across the right of way of Railway Company under this agreement, plus a sum at the rate of One Dollar (\$1.00) for each one hundred (100) feet, or fraction thereof, of right of way to be occupied by said wires in excess of the first one hundred (100) feet.

12. In the event the location of said wires across aforesaid right of way requires the location of poles on said right of way, and Railway Company shall consent thereto, then each and every of the terms, conditions and provisions hereof concerning said wires shall also apply to any and all such poles of Licensee.

13. Except as otherwise provided in paragraph 11 hereof, all sums payable by Licensee to Railway Company hereunder shall be paid within fifteen (15) days after presentation of bill therefor to Licensee.

14. Licensee hereby accepts the license herein granted on the terms and conditions hereinabove contained.

15. This agreement shall bind and inure to the benefit of the successors and assigns of Railway Company, and the successors, heirs, executors, administrators and assigns of Licensee; provided that Licensee shall have no right to assign or transfer this agreement without first obtaining the written consent of Railway Company.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be duly executed the day and year first above written. **Deletion in preamble & paragraph 2, substitution of paster paragraph 11, made prior to execution.** ST. LOUIS-SAN FRANCISCO RAILWAY COMPANY,

ATTEST:

Whitney
Secretary.

By *[Signature]* General Manager

The Empire District Electric Company

By *[Signature]* X

Its *[Signature]* Pres. X

ATTEST:

[Signature]
Secretary.

OR
WITNESS:

APPROVED:

APPROVED

Land and Tax Commissioner
Approved as to Local Interests

APPROVED
Approved as to Local Interests

F 52115

Form 1220 Local, Sheet 1

Wire Crossing Contract

S-1222-9

THIS AGREEMENT, entered into this 10th day of September, 1952, between
ST. LOUIS-SAN FRANCISCO RAILWAY COMPANY, hereinafter called "Railway Company," party of the first part, and
The Empire District Electric Company,
Joplin, Missouri

a corporation organized and existing under and by virtue of the laws of the State of Kansas ~~Yes Kansas~~
~~Noting business under the name style and description of~~

hereinafter called "Licensee," party Y of the second part, the term "Licensee" referring to and including each and every of the parties of the second part hereto; WITNESSETH:

WHEREAS, Licensee is desirous of obtaining the right to construct and maintain wires for the conduct of electric current across the right of way and over wires and over tracks of Railway Company, at

Mile Pole H-346 plus 4 poles,
near Riverton, Kansas -
Public Crossing

which right Railway Company is willing to grant upon the terms and conditions hereinafter stated and set forth:

NOW THEREFORE, in consideration of the premises and of the sum of One Dollar (\$1.00) in hand paid by Licensee to Railway Company, the receipt whereof is hereby acknowledged, Railway Company, hereby grants to Licensee permission to construct and maintain said wires across the right of way and over wires and over tracks of Railway Company at the point above designated, upon the following terms and conditions:

1. The construction and maintenance of said wires shall be done by and at the sole expense of Licensee and in a manner satisfactory to the Superintendent of Telegraph for Railway Company. Railway Company, if it so elects, may perform such work, or any portion thereof, at the cost of Licensee.

2. Said wires shall be constructed and maintained ~~in the place above as the line is marked by white AT blocks attached and made a part hereof and~~ in accordance with specifications of Kansas State Corporation Commission
Docket 1944.

3. Licensee shall at all times keep said wires in proper condition of maintenance and repair at Licensee's own expense, and if at any time Licensee fails so to do, Railway Company, after having given ten (10) days' notice to Licensee of intention so to do, may at the sole cost of Licensee, either make such repairs as it deems necessary or, at its option, wholly remove said wires from said right of way.

4. If said wires, or any of them, as constructed or maintained shall at any time in the opinion of Railway Company, interfere with the maintenance or operation of the railroad, or the telegraph, telephone or other wires, or any of them, constructed on right of way of Railway Company, Licensee shall, at Licensee's own expense, on notice from Railway Company so to do, immediately raise or lower, change or alter, improve, repair, or renew said wires, or any of them, in such manner as may be prescribed by the Superintendent of Telegraph for Railway Company, or if construction or maintenance of said wires, or any of them, shall require any change or alteration in the location or arrangement, or otherwise, of the telegraph, telephone or other wires aforesaid on said right of way, or any of them, such change or alteration shall be made by Railway Company at the cost of Licensee. If Licensee should fail to comply with any of the provisions of this paragraph, Railway Company shall have the option, at the expense of Licensee, either to do said work or to wholly remove Licensee's wires from said right of way.

5. Should Railway Company, at its election, by reason of the default of Licensee or otherwise, perform any work which Licensee is obligated hereunder to perform, there shall be added to the expense of such work so performed by Railway Company, ten (10) per cent to labor to cover supervision, accounting and use of tools, and also freight charges on material from point of origin to the nearest freight station at regular tariff rates.

6. If Licensee shall at any time discontinue the use of said wires, or any of them, Licensee shall at once, at Licensee's own expense, remove the same from said right of way and restore said right of way to a condition satisfactory to Railway Company, and in the event of Licensee's failure so to do, Railway Company may make such removal and restoration at the expense of Licensee.

7. If at any time Railway Company shall desire to have the location of said wires, or any of them, changed, Licensee shall, within ten (10) days after written notice given to Licensee by Railway Company, change the location of said wires in accordance with said notice and without expense to Railway Company, and in the event of Licensee's failure so to do Railway Company may, at Licensee's expense wholly remove said wires from said right of way.

8. Said wires shall be used for the sole purpose of conveying electric current at a potential not to exceed 6.9 K volts for power and light purposes.

9. Licensee shall and will at all times hereafter indemnify, protect and save harmless Railway Company from and against all loss, damage, cost, charges and expenses whatsoever which it may suffer, sustain or in any wise be subjected to, either on account of damage to property of Licensee or property in Licensee's custody, or injury to or death of any of the employees of Licensee, or others, or on account of damage to property of Railway Company, or property in its custody, or injury to or death of any of the employees or passengers of Railway Company, or others, or loss of or damage to the property of any other person or persons, corporation or corporations, arising out of, resulting from, or in any manner caused by the construction, maintenance, use, repair, renewal or removal of said wires, or any of them.

10. Railway Company may terminate this license at any time on thirty (30) days' written notice thereof to Licensee, at the expiration of which time all rights and privileges herein granted to Licensee shall at once cease and determine, and Licensee shall, at Licensee's own expense, remove said wires and all other property of Licensee from said right of way, and in the event of Licensee's failure so to do, Railway Company shall have the right to remove the same at the sole expense of the Licensee.

~~11. As a condition precedent to the granting of this license, Licensee shall pay to Railway Company a sum of \$100.00 for the use of the right of way for the purpose of conveying electric current, and the same shall be paid in advance of the date of the execution of this license. The sum of \$100.00 shall be paid to Railway Company in the form of a check payable to the order of the Railway Company, and the same shall be deposited in the treasury of the Railway Company. The sum of \$100.00 shall be paid to Railway Company in the form of a check payable to the order of the Railway Company, and the same shall be deposited in the treasury of the Railway Company. The sum of \$100.00 shall be paid to Railway Company in the form of a check payable to the order of the Railway Company, and the same shall be deposited in the treasury of the Railway Company.~~

12. In the event the location of said wires across aforesaid right of way requires the location of poles on said right of way, and Railway Company shall consent thereto, then each and every of the terms, conditions and provisions hereof concerning said wires shall also apply to any and all such poles of Licensee.

13. Except as otherwise provided in paragraph 11 hereof, all sums payable by Licensee to Railway Company hereunder shall be paid within fifteen (15) days after presentation of bill therefor to Licensee.

14. Licensee hereby accepts the license herein granted on the terms and conditions hereinabove contained.

15. This agreement shall bind and inure to the benefit of the successors and assigns of Railway Company, and the successors, heirs, executors, administrators and assigns of Licensee; provided that Licensee shall have no right to assign or transfer this agreement without first obtaining the written consent of Railway Company.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be duly executed the day and year first above written. **Deletions in preamble & paragraph 2 and of paragraph 11 made prior to execution.** **ST. LOUIS-SAN FRANCISCO RAILWAY COMPANY,**

ATTEST:

By [Signature]

General Manager

The Empire District Electric Company

By [Signature]

Its [Signature]

ATTEST:

[Signature]
Secretary.

[Signature]
Secretary.

OF
WITNESS:

APPROVED

P.J. Schmitz
Superintendent

Approved as to property interests
H. O. Evans
Executive Land and Tax Commissioner

APPROVED AS TO FORM

Ed. J. Kinnell
Attorney

APPROVED:

E. L. Anderson
Chief Engineer

W. D. Roth
Chief of Comm. & Signals

ING ENGINE DIRECTOR ELECTRIC COMPANY

to execution:

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ST. L. S. F. RY. CO.
ST. LOUIS, MO.
NOV 10 1952
ASST. SECRETARY

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Boxer and 11/11/52

Wire Crossing Contract

F54001

S-1222-11

THIS AGREEMENT, entered into this 20th day of May, 1954, between
ST. LOUIS-SAN FRANCISCO RAILWAY COMPANY, hereinafter called "Railway Company," party of the first part, and
The Empire District Electric Company,
Joplin, Missouri

a corporation organized and existing under and by virtue of the laws of the State of Kansas ~~X2635572~~
~~and having its principal office at the place of its organization~~

hereinafter called "Licensee," party of the second part, the term "Licensee" referring to and including each and every of the
parties of the second part hereto: WITNESSETH:

WHEREAS, Licensee is desirous of obtaining the right to construct and maintain wires for the conduct of electric current
across the right of way and over wires and over tracks of Railway Company, at

Mile Pole H-344 plus 30 poles,
Riverton, Kansas -

Public Crossing - No Fee -

which right Railway Company is willing to grant upon the terms and conditions hereinafter stated and set forth:

NOW THEREFORE, in consideration of the premises and of the sum of One Dollar (\$1.00) in hand paid by Licensee to
Railway Company, the receipt whereof is hereby acknowledged, Railway Company, hereby grants to Licensee permission to construct
and maintain said wires across the right of way and over wires and over tracks of Railway Company at
the point above designated, upon the following terms and conditions:

1. The construction and maintenance of said wires shall be done by and at the sole expense of Licensee and in a manner
satisfactory to the Superintendent of Communications and Signals for Railway Company. Railway Company, if it
so elects, may perform such work, or any portion thereof, at the cost of Licensee.

2. Said wires shall be constructed and maintained at aforesaid point and in such manner as will comply with
specifications contained in the Fifth Edition of the National Electrical Safety Code, dated September 23, 1941,
known as Handbook H-32 National Bureau of Standards, and reissues thereof, or the regulations of any regulatory
body having jurisdiction thereover, and in no case less than twenty-seven (27) feet above the top of the rails
of said track.

3. Licensee shall at all times keep said wires in proper condition of maintenance and repair at Licensee's own expense, and
if at any time Licensee fails so to do, Railway Company, after having given ten (10) days' notice to Licensee of intention so to do,
may at the sole cost of Licensee, either make such repairs as it deems necessary or, at its option, wholly remove said wires from
said right of way.

4. If said wires, or any of them, as constructed or maintained shall at any time in the opinion of Railway Company, interfere
with the maintenance or operation of the railroad, or the telegraph, telephone or other wires, or any of them, constructed on right of
way of Railway Company, Licensee shall, at Licensee's own expense, on notice from Railway Company so to do, immediately raise
or lower, change or alter, improve, repair or renew said wires, or any of them, in such manner as may be
prescribed by the Superintendent of Communications and Signals for Railway Company, or if construction or
maintenance of said wires, or any of them, shall require any change or alteration in the location or arrange-
ment, or otherwise, of the telegraph, telephone or other wires aforesaid on said right of way, or any of
them, such change or alteration shall be made by Railway Company at the cost of Licensee. If Licensee should
fail to comply with any of the provisions of this paragraph, Railway Company shall have the option, at the expense of Licensee,
either to do said work or to wholly remove Licensee's wires from said right of way.

5. Should Railway Company, at its election, by reason of the default of Licensee or otherwise, perform any work which Licensee is obligated hereunder to perform, there shall be added to the expense of such work so performed by Railway Company, ten (10) per cent to labor to cover supervision, accounting and use of tools, and also freight charges on material from point of origin to the nearest freight station at regular tariff rates.

6. If Licensee shall at any time discontinue the use of said wires, or any of them, Licensee shall at once, at Licensee's own expense, remove the same from said right of way and restore said right of way to a condition satisfactory to Railway Company, and in the event of Licensee's failure so to do, Railway Company may make such removal and restoration at the expense of Licensee.

7. If at any time Railway Company shall desire to have the location of said wires, or any of them, changed, Licensee shall, within ten (10) days after written notice given to Licensee by Railway Company, change the location of said wires in accordance with said notice and without expense to Railway Company, and in the event of Licensee's failure so to do Railway Company may, at Licensee's expense wholly remove said wires from said right of way.

8. Said wires shall be used for the sole purpose of conveying electric current at a potential not to exceed 7200

volts for power purposes.

9. Licensee shall and will at all times hereafter indemnify, protect and save harmless Railway Company from and against all loss, damage, cost, charges and expenses whatsoever which it may suffer, sustain or in any wise be subjected to, either on account of damage to property of Licensee or property in Licensee's custody, or injury to or death of any of the employees of Licensee, or others, or on account of damage to property of Railway Company, or property in its custody, or injury to or death of any of the employees or passengers of Railway Company, or others, or loss of or damage to the property of any other person or persons, corporation or corporations, arising out of, resulting from, or in any manner caused by the construction, maintenance, use, repair, renewal or removal of said wires, or any of them.

10. Railway Company may, with or without cause, terminate this license at any time on thirty (30) days written notice thereof to Licensee, at the expiration of which time all rights and privileges herein granted to Licensee shall at once cease and determine, and Licensee shall, at Licensee's expense, remove said wires and all other property of Licensee from said right of way, and in the event of Licensee's failure so to do, Railway Company shall have the right to remove the same at the sole expense of the Licensee, which expense Licensee agrees to pay to Railway Company upon rendition of bill therefor.

11. ~~AN EXCLUSIVE RIGHT OF WAY TO BE CONVEYED BY LICENSEE AT THE REQUEST OF AND AUTHORITY THEREIN GRANTED BY RAILWAY COMPANY. IN A VOUCHER THE SUM OF TWENTY DOLLARS (\$20.00) FOR EACH WIRE TO BE CONSTRUCTED OVER, UPON OR ACROSS THE RIGHT OF WAY OF RAILWAY COMPANY UNDER THIS AGREEMENT, PLUS A FURTHER FEE OF ONE DOLLAR (\$1.00) FOR EACH FOOT OF THE RIGHT OF WAY OF RAILWAY COMPANY EXCEEDING ONE HUNDRED (100) FEET.~~

12. In the event location of said wires over, along or across aforesaid right of way requires the location of poles, anchors or towers on said right of way, and Railway Company shall consent thereto, then each and every of the terms, conditions and provisions hereof concerning said wires shall also apply to any and all said poles, anchors or towers of Licensee. No such pole, anchor, tower, or appurtenant fixtures thereto, shall be constructed or maintained nearer than twenty (20) feet from the center line of main track, ten (10) feet from center line of passing track, and eight and one-half (8½) feet from the center line of any other track. ~~Licensee shall pay to Railway Company in advance in full the sum of One Dollar (\$1.00) for each pole or anchor and Ten Dollars (\$10.00) for each tower, together with the cost of the material and labor for the construction of the same.~~

13. Except as otherwise provided in paragraph 11 hereof, all sums payable by Licensee to Railway Company hereunder shall be paid within fifteen (15) days after presentation of bill therefor to Licensee.

14. Licensee hereby accepts the license herein granted on the terms and conditions hereinabove contained.

15. This agreement shall bind and inure to the benefit of the successors and assigns of Railway Company, and the successors, heirs, executors, administrators and assigns of Licensee; provided that Licensee shall have no right to assign or transfer this agreement without first obtaining the written consent of Railway Company.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be duly executed the day and year first above written. Deletion in preamble & paragraph 12, and of paragraph 11 made prior to execution.

ATTEST:

ST. LOUIS-SAN FRANCISCO RAILWAY COMPANY,

ATTEST:

By [Signature]
Sup't Com. & Signals [Signature]

OR
WITNESS

The Empire District Electric Company

By [Signature]
Title Vice-Pres.

FRISCO COUNTERPART

THIS AGREEMENT, entered into, in duplicate, this 14th day of March, 1961,
between ST. LOUIS-SAN FRANCISCO RAILWAY COMPANY, hereinafter called "Frisco", party of the first part, and
KANSAS STATE TELEPHONE COMPANY, a Kansas Corporation
Baxter Springs, Kansas

hereinafter called "Licensee", party of the second part; WITNESSETH:

At the request of Licensee and for Licensee's use only in conveying electrical current at a potential not to exceed 100
volts for communication

purposes, Frisco hereby grants to Licensee permission and authority to construct and maintain 1 cable

(hereinafter called "wire line") upon and across the right of way and under wires and under
tracks of Frisco at

Mile Post H-345-8, Riverton, Kansas -

Public - No fee -

This grant is made by Frisco and accepted by licensee upon and subject to the following conditions:

- ~~1. Licensee shall not be permitted to construct or maintain any other wire line on the right of way of Frisco.~~
 2. Licensee shall, at Licensee's sole cost and expense, construct and maintain said wire line in a manner satisfactory to Frisco's General Superintendent Communications and Signals and in full compliance with lawful authority and the Fifth Edition of the National Electrical Safety Code, dated September 23, 1941, known as Handbook H-32 National Bureau of Standards, and amendments thereto and supplements and reissues thereof, but in no case shall any wire or cable be constructed or maintained at a height of less than twenty-seven (27) feet above the top of the rails of any track, nor shall any pole, anchor, tower or appurtenant fixtures to said wire line be constructed or maintained nearer than twenty (20) feet from the center line of any main track or ten (10) feet from the center line of any other track; provided, however, that Frisco, if it so elects, may perform such work, or any part thereof, at the cost of Licensee.
 3. If said wire line, as constructed or maintained, shall at any time in the opinion of Frisco interfere with the maintenance or operation of the railroad, or the telegraph, telephone or other wire line, or any of them, or the construction of additional facilities on right of way of Frisco, Licensee shall, at Licensee's own expense, on notice from Frisco so to do, immediately raise or lower, change or alter, relocate, repair or renew said wire line in such manner as may be prescribed by the General Superintendent Communications and Signals of Frisco, and if Licensee shall fail to comply with any of the provisions of this sentence, Frisco shall have the option, at the expense of Licensee, either to do said work or to wholly remove Licensee's wire line from said right of way. If construction or maintenance of said wire line shall require any change or alteration in the location or arrangement, or otherwise, of the aforesaid telegraph, telephone or other wire lines on said right of way, or any of them, such change or alteration shall be made by Frisco at the cost of Licensee.
 4. Licensee shall at all times keep said wire line in proper condition of maintenance and repair at Licensee's own expense, and if at any time Licensee fails so to do, Frisco, after having given ten (10) days' notice to Licensee of intention so to do, may at the sole cost of Licensee, either make such repairs as it deems necessary or, at its option, wholly remove said wire line from said right of way.
 5. If Licensee shall at any time discontinue the use of said wire line, Licensee shall at once, at Licensee's own expense, remove the same from said right of way and restore said right of way to a condition satisfactory to Frisco, and in the event of Licensee's failure so to do, Frisco may make such removal and restoration at the expense of Licensee.
 6. All costs and expenses of every kind and character incurred by Frisco, which under the terms of sections 2, 3, 4 and 5 of this agreement are to be borne by Licensee, shall be paid by Licensee promptly upon receipt of bill therefor. Such costs and expenses shall include, but not be limited to, costs of labor, traveling expenses, material, freight charges on material, applicable percentages for vacation allowances and paid holidays, health and welfare benefits, and payroll and sales taxes, plus ten per cent (10%) of costs of labor to cover supervision, accounting and use of tools.
 7. Licensee agrees to assume all risk of, and to indemnify, protect and save harmless Frisco from and against, loss or destruction of or damage to said wire line or other property in the possession or custody of Licensee, its agents, servants or employees, and injury to or death of any of the agents, servants or employees of Licensee while on or about the premises of Frisco, and whether such loss, destruction, damage, injury or death be caused or contributed to by negligence of Frisco or otherwise.
- Licensee shall further indemnify, protect and save harmless Frisco from and against any and all loss, costs, damages and expenses of whatsoever kind or character which Frisco shall suffer, sustain or become liable for, on account of injury to or death of the agents, servants, employees, passengers, licensees or invitees of Frisco, or loss or destruction of or damage to property of Frisco or of Frisco's agents, servants, employees, passengers, licensees or invitees, or property in its or their possession or control, arising from, growing out of or incident to the construction, maintenance, use, existence, repair, renewal or removal of said wire line or any part thereof, except when such loss, costs, damages and expenses shall be due to the sole negligence of Frisco, its agents, servants or employees.

F59858

Wire Contract - Form 1220 Local - Sheet 2
(Revised January 1961)

8. No termination of this agreement, whether by reason of failure of Licensee to continue to exercise the aforesaid grant or otherwise, shall release Licensee from any liability or obligation that may have been incurred by or that may have accrued against Licensee hereunder prior to such termination.

9. If either party hereto shall violate, continuously or otherwise, any of the terms of this agreement binding upon it, the other party hereto shall thereby be deemed neither to have waived nor relinquished any such term of this agreement nor to have acquiesced in such violation thereof, unless the other party shall expressly consent thereto in writing.

10. This agreement shall bind and inure to the benefit of the successors and assigns of Frisco, and the successors, heirs, executors, administrators and assigns of Licensee; provided that Licensee shall have no right to assign or transfer this agreement without first obtaining the written consent of Frisco.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the day and year first above written.

Article 1 deleted prior to execution.

ST. LOUIS-SAN FRANCISCO RAILWAY COMPANY

By

[Signature]
General Superintendent Communications and Signals

ATTEST:

[Signature]
ASST. Secretary

WITNESS: (If not a corporation)

ATTEST: (If a corporation)

[Signature]
Secretary

KANSAS STATE TELEPHONE COMPANY

[Signature]
Vice President & Gen. Mgr.

[Signature]
RECORDED
INDEXED
FILED
JAN 10 1961
ST. LOUIS, MO.

[Signature]
RECORDED
INDEXED
FILED
JAN 10 1961
ST. LOUIS, MO.

G. J. Ward
Land and Tax Commissioner

A. J. Bauman
GENERAL ATTORNEY.

B. J. Crowland
CHIEF ENGINEER

W. L. Garrison
Independent

APR 12 1961

5119

УДК 31.01 (045.001.001.001)

WITNESS: (Signature) (Date)

VOLUME 1

Секция: Экономическая социология

AD. GONTE-VIN. LUCHESCO-KHIGALA. CON. 1941

Вместе с детерм. Витон. по экспиртот.

F59867

FRISCO COUNTERPART

THIS AGREEMENT, entered into, in duplicate, this 13th day of February, 1961,
between ST. LOUIS-SAN FRANCISCO RAILWAY COMPANY, hereinafter called "Frisco", party of the first part, and
THE EMPIRE DISTRICT ELECTRIC COMPANY, a Kansas Corporation
Joplin, Missouri

hereinafter called "Licensee", party of the second part; WITNESSETH:

At the request of Licensee and for Licensee's use only in conveying electrical current at a potential not to exceed 7.2K
volts for power
purposes, Frisco hereby grants to Licensee permission and authority to construct and maintain 4 wires

(hereinafter called "wire line") upon and across the right of way and over wires and over
tracks of Frisco at

Mile Post F-331.3, near Crestline, Kansas -

Private -

This grant is made by Frisco and accepted by licensee upon and subject to the following conditions:

1. Licensee shall pay to Frisco, upon execution of this agreement, the sum of Forty Five & No/100 Dollars (\$ 45.00).
 2. Licensee shall, at Licensee's sole cost and expense, construct and maintain said wire line in a manner satisfactory to Frisco's General Superintendent Communications and Signals and in full compliance with lawful authority and the Fifth Edition of the National Electrical Safety Code, dated September 23, 1941, known as Handbook H-32 National Bureau of Standards, and amendments thereto and supplements and reissues thereof, but in no case shall any wire or cable be constructed or maintained at a height of less than twenty-seven (27) feet above the top of the rails of any track, nor shall any pole, anchor, tower or appurtenant fixtures to said wire line be constructed or maintained nearer than twenty (20) feet from the center line of any main track or ten (10) feet from the center line of any other track; provided, however, that Frisco, if it so elects, may perform such work, or any part thereof, at the cost of Licensee.
 3. If said wire line, as constructed or maintained, shall at any time in the opinion of Frisco interfere with the maintenance or operation of the railroad, or the telegraph, telephone or other wire line, or any of them, or the construction of additional facilities on right of way of Frisco, Licensee shall, at Licensee's own expense, on notice from Frisco so to do, immediately raise or lower, change or alter, relocate, repair or renew said wire line in such manner as may be prescribed by the General Superintendent Communications and Signals of Frisco, and if Licensee shall fail to comply with any of the provisions of this sentence, Frisco shall have the option, at the expense of Licensee, either to do said work or to wholly remove Licensee's wire line from said right of way. If construction or maintenance of said wire line shall require any change or alteration in the location or arrangement, or otherwise, of the aforesaid telegraph, telephone or other wire lines on said right of way, or any of them, such change or alteration shall be made by Frisco at the cost of Licensee.
 4. Licensee shall at all times keep said wire line in proper condition of maintenance and repair at Licensee's own expense, and if at any time Licensee fails so to do, Frisco, after having given ten (10) days' notice to Licensee of intention so to do, may at the sole cost of Licensee, either make such repairs as it deems necessary or, at its option, wholly remove said wire line from said right of way.
 5. If Licensee shall at any time discontinue the use of said wire line, Licensee shall at once, at Licensee's own expense, remove the same from said right of way and restore said right of way to a condition satisfactory to Frisco, and in the event of Licensee's failure so to do, Frisco may make such removal and restoration at the expense of Licensee.
 6. All costs and expenses of every kind and character incurred by Frisco, which under the terms of sections 2, 3, 4 and 5 of this agreement are to be borne by Licensee, shall be paid by Licensee promptly upon receipt of bill therefor. Such costs and expenses shall include, but not be limited to, costs of labor, traveling expenses, material, freight charges on material, applicable percentages for vacation allowances and paid holidays, health and welfare benefits, and payroll and sales taxes, plus ten per cent (10%) of costs of labor to cover supervision, accounting and use of tools.
 7. Licensee agrees to assume all risk of, and to indemnify, protect and save harmless Frisco from and against, loss or destruction of or damage to said wire line or other property in the possession or custody of Licensee, its agents, servants or employees; and injury to or death of any of the agents, servants or employees of Licensee while on or about the premises of Frisco, and whether such loss, destruction, damage, injury or death be caused or contributed to by negligence of Frisco or otherwise.
- Licensee shall further indemnify, protect and save harmless Frisco from and against any and all loss, costs, damages and expenses of whatsoever kind or character which Frisco shall suffer, sustain or become liable for, on account of injury to or death of the agents, servants, employees, passengers, licensees or invitees of Frisco, or loss or destruction of or damage to property of Frisco or of Frisco's agents, servants, employees, passengers, licensees or invitees, or property in its or their possession or control, arising from, growing out of or incident to the construction, maintenance, use, existence, repair, renewal or removal of said wire line or any part thereof, except when such loss, costs, damages and expenses shall be due to the sole negligence of Frisco, its agents, servants or employees.

F59867

8. No termination of this agreement, whether by reason of failure of Licensee to continue to exercise the aforesaid grant or otherwise, shall release Licensee from any liability or obligation that may have been incurred by or that may have accrued against Licensee hereunder prior to such termination.

9. If either party hereto shall violate, continuously or otherwise, any of the terms of this agreement binding upon it, the other party hereto shall thereby be deemed neither to have waived nor relinquished any such term of this agreement nor to have acquiesced in such violation thereof, unless the other party shall expressly consent thereto in writing.

10. This agreement shall bind and inure to the benefit of the successors and assigns of Frisco, and the successors, heirs, executors, administrators and assigns of Licensee; provided that Licensee shall have no right to assign or transfer this agreement without first obtaining the written consent of Frisco.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the day and year first above written.

ST. LOUIS-SAN FRANCISCO RAILWAY COMPANY

By

[Signature]
General Superintendent Communications and Signals

ATTEST:

[Signature]
Asst. Secretary

WITNESS: (If not a corporation)

THE EMPIRE DISTRICT ELECTRIC COMPANY

[Signature]
Vice Pres.
J. T. Jones

ATTEST: (If a corporation)

[Signature]
Secretary
J. P. Dodge

*Form approved
EMD*

[Signature]
APPROVED

[Signature]
APPROVED

[Signature]
APPROVED

[Signature]
APPROVED

F-59922

FRISCO COUNTERPART

THIS AGREEMENT, entered into, in duplicate, this 12th day of April, 1961,
between ST. LOUIS-SAN FRANCISCO RAILWAY COMPANY, hereinafter called "Frisco", party of the first part, and
THE KANSAS STATE TELEPHONE COMPANY, a Kansas Corporation
Baxter Springs, Kansas

hereinafter called "Licensee", party of the second part; WITNESSETH:

At the request of Licensee and for Licensee's use only in conveying electrical current at a potential not to exceed 100
volts for communication
purposes, Frisco hereby grants to Licensee permission and authority to construct and maintain 1 cable

(hereinafter called "wire line") upon and across the right of way and under wires and under
tracks of Frisco at

Mile Post H-344-20 plus 1,144 feet, Riverton, Kansas -

Public - No fee -

This grant is made by Frisco and accepted by licensee upon and subject to the following conditions:

1. ~~Licensee shall pay to Frisco, upon completion of the work, the sum of~~
no dollar fee).
 2. Licensee shall, at Licensee's sole cost and expense, construct and maintain said wire line in a manner satisfactory to Frisco's General Superintendent Communications and Signals and in full compliance with lawful authority and the Fifth Edition of the National Electrical Safety Code, dated September 23, 1941, known as Handbook H-32 National Bureau of Standards, and amendments thereto and supplements and reissues thereof, but in no case shall any wire or cable be constructed or maintained at a height of less than twenty-seven (27) feet above the top of the rails of any track, nor shall any pole, anchor, tower or appurtenant fixtures to said wire line be constructed or maintained nearer than twenty (20) feet from the center line of any main track or ten (10) feet from the center line of any other track; provided, however, that Frisco, if it so elects, may perform such work, or any part thereof, at the cost of Licensee.
 3. If said wire line, as constructed or maintained, shall at any time in the opinion of Frisco interfere with the maintenance or operation of the railroad, or the telegraph, telephone or other wire line, or any of them, or the construction of additional facilities on right of way of Frisco, Licensee shall, at Licensee's own expense, on notice from Frisco so to do, immediately raise or lower, change or alter, relocate, repair or renew said wire line in such manner as may be prescribed by the General Superintendent Communications and Signals of Frisco, and if Licensee shall fail to comply with any of the provisions of this sentence, Frisco shall have the option, at the expense of Licensee, either to do said work or to wholly remove Licensee's wire line from said right of way. If construction or maintenance of said wire line shall require any change or alteration in the location or arrangement, or otherwise, of the aforesaid telegraph, telephone or other wire lines on said right of way, or any of them, such change or alteration shall be made by Frisco at the cost of Licensee.
 4. Licensee shall at all times keep said wire line in proper condition of maintenance and repair at Licensee's own expense, and if at any time Licensee fails so to do, Frisco, after having given ten (10) days' notice to Licensee of intention so to do, may at the sole cost of Licensee, either make such repairs as it deems necessary or, at its option, wholly remove said wire line from said right of way.
 5. If Licensee shall at any time discontinue the use of said wire line, Licensee shall at once, at Licensee's own expense, remove the same from said right of way and restore said right of way to a condition satisfactory to Frisco, and in the event of Licensee's failure so to do, Frisco may make such removal and restoration at the expense of Licensee.
 6. All costs and expenses of every kind and character incurred by Frisco, which under the terms of sections 2, 3, 4 and 5 of this agreement are to be borne by Licensee, shall be paid by Licensee promptly upon receipt of bill therefor. Such costs and expenses shall include, but not be limited to, costs of labor, traveling expenses, material, freight charges on material, applicable percentages for vacation allowances and paid holidays, health and welfare benefits, and payroll and sales taxes, plus ten per cent (10%) of costs of labor to cover supervision, accounting and use of tools.
 7. Licensee agrees to assume all risk of, and to indemnify, protect and save harmless Frisco from and against, loss or destruction of or damage to said wire line or other property in the possession or custody of Licensee, its agents, servants or employees, and injury to or death of any of the agents, servants or employees of Licensee while on or about the premises of Frisco, and whether such loss, destruction, damage, injury or death be caused or contributed to by negligence of Frisco or otherwise.
- Licensee shall further indemnify, protect and save harmless Frisco from and against any and all loss, costs, damages and expenses of whatsoever kind or character which Frisco shall suffer, sustain or become liable for, on account of injury to or death of the agents, servants, employees, passengers, licensees or invitees of Frisco, or loss or destruction of or damage to property of Frisco or of Frisco's agents, servants, employees, passengers, licensees or invitees, or property in its or their possession or control, arising from, growing out of or incident to the construction, maintenance, use, existence, repair, renewal or removal of said wire line or any part thereof, except when such loss, costs, damages and expenses shall be due to the sole negligence of Frisco, its agents, servants or employees.

F59922

8. No termination of this agreement, whether by reason of failure of Licensee to continue to exercise the aforesaid grant or otherwise, shall release Licensee from any liability or obligation that may have been incurred by or that may have accrued against Licensee hereunder prior to such termination.

9. If either party hereto shall violate, continuously or otherwise, any of the terms of this agreement binding upon it, the other party hereto shall thereby be deemed neither to have waived nor relinquished any such term of this agreement nor to have acquiesced in such violation thereof, unless the other party shall expressly consent thereto in writing.

10. This agreement shall bind and inure to the benefit of the successors and assigns of Frisco, and the successors, heirs, executors, administrators and assigns of Licensee; provided that Licensee shall have no right to assign or transfer this agreement without first obtaining the written consent of Frisco.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the day and year first above written.

Deletion of Article 1 made prior to execution.

ST. LOUIS-SAN FRANCISCO RAILWAY COMPANY

By *[Signature]*
General Superintendent Communications and Signals

ATTEST:

[Signature]
Asst. Secretary

WITNESS: (If not a corporation)

ATTEST: (If a corporation)

[Signature]
Secretary

THE KANSAS STATE TELEPHONE COMPANY

Wm J. Hollis
Chief Eng & Genl Mgr

APPROVED

APPROVED

F59928

FRISCO COUNTERPART

THIS AGREEMENT, entered into, in duplicate, this 12th day of April, 1961,
between ST. LOUIS-SAN FRANCISCO RAILWAY COMPANY, hereinafter called "Frisco", party of the first part, and
THE KANSAS STATE TELEPHONE COMPANY, a Kansas Corporation
Baxter Springs, Kansas

hereinafter called "Licensee", party of the second part; WITNESSETH:

At the request of Licensee and for Licensee's use only in conveying electrical current at a potential not to exceed 100
volts for communication
purposes, Frisco hereby grants to Licensee permission and authority to construct and maintain 2 wires

(hereinafter called "wire line") upon and across the right of way and over wires and over
tracks of Frisco at

Mile Post H-344 plus 2,030 feet, Riverton, Kansas -

Public - No fee -

This grant is made by Frisco and accepted by licensee upon and subject to the following conditions:

1. ~~Licensee shall construct and maintain said wire line in accordance with the provisions of the National Electrical Safety Code, dated September 23, 1941, known as Handbook H-32 National Bureau of Standards, and amendments thereto and supplements and reissues thereof, but in no case shall any wire or cable be constructed or maintained at a height of less than twenty-seven (27) feet above the top of the rails of any track, nor shall any pole, anchor, tower or appurtenant fixtures to said wire line be constructed or maintained nearer than twenty (20) feet from the center line of any main track or ten (10) feet from the center line of any other track; provided, however, that Frisco, if it so elects, may perform such work, or any part thereof, at the cost of Licensee.~~
2. Licensee shall, at Licensee's sole cost and expense, construct and maintain said wire line in a manner satisfactory to Frisco's General Superintendent Communications and Signals and in full compliance with lawful authority and the Fifth Edition of the National Electrical Safety Code, dated September 23, 1941, known as Handbook H-32 National Bureau of Standards, and amendments thereto and supplements and reissues thereof, but in no case shall any wire or cable be constructed or maintained at a height of less than twenty-seven (27) feet above the top of the rails of any track, nor shall any pole, anchor, tower or appurtenant fixtures to said wire line be constructed or maintained nearer than twenty (20) feet from the center line of any main track or ten (10) feet from the center line of any other track; provided, however, that Frisco, if it so elects, may perform such work, or any part thereof, at the cost of Licensee.
3. If said wire line, as constructed or maintained, shall at any time in the opinion of Frisco interfere with the maintenance or operation of the railroad, or the telegraph, telephone or other wire line, or any of them, or the construction of additional facilities on right of way of Frisco, Licensee shall, at Licensee's own expense, on notice from Frisco so to do, immediately raise or lower, change or alter, relocate, repair or renew said wire line in such manner as may be prescribed by the General Superintendent Communications and Signals of Frisco, and if Licensee shall fail to comply with any of the provisions of this sentence, Frisco shall have the option, at the expense of Licensee, either to do said work or to wholly remove Licensee's wire line from said right of way. If construction or maintenance of said wire line shall require any change or alteration in the location or arrangement, or otherwise, of the aforesaid telegraph, telephone or other wire lines on said right of way, or any of them, such change or alteration shall be made by Frisco at the cost of Licensee.
4. Licensee shall at all times keep said wire line in proper condition of maintenance and repair at Licensee's own expense, and if at any time Licensee fails so to do, Frisco, after having given ten (10) days' notice to Licensee of intention so to do, may at the sole cost of Licensee, either make such repairs as it deems necessary or, at its option, wholly remove said wire line from said right of way.
5. If Licensee shall at any time discontinue the use of said wire line, Licensee shall at once, at Licensee's own expense, remove the same from said right of way and restore said right of way to a condition satisfactory to Frisco, and in the event of Licensee's failure so to do, Frisco may make such removal and restoration at the expense of Licensee.
6. All costs and expenses of every kind and character incurred by Frisco, which under the terms of sections 2, 3, 4 and 5 of this agreement are to be borne by Licensee, shall be paid by Licensee promptly upon receipt of bill therefor. Such costs and expenses shall include, but not be limited to, costs of labor, traveling expenses, material, freight charges on material, applicable percentages for vacation allowances and paid holidays, health and welfare benefits, and payroll and sales taxes, plus ten per cent (10%) of costs of labor to cover supervision, accounting and use of tools.
7. Licensee agrees to assume all risk of, and to indemnify, protect and save harmless Frisco from and against, loss or destruction of or damage to said wire line or other property in the possession or custody of Licensee, its agents, servants or employees, and injury to or death of any of the agents, servants or employees of Licensee while on or about the premises of Frisco, and whether such loss, destruction, damage, injury or death be caused or contributed to by negligence of Frisco or otherwise.
- Licensee shall further indemnify, protect and save harmless Frisco from and against any and all loss, costs, damages and expenses of whatsoever kind or character which Frisco shall suffer, sustain or become liable for, on account of injury to or death of the agents, servants, employees, passengers, licensees or invitees of Frisco, or loss or destruction of or damage to property of Frisco or of Frisco's agents, servants, employees, passengers, licensees or invitees, or property in its or their possession or control, arising from, growing out of or incident to the construction, maintenance, use, existence, repair, renewal or removal of said wire line or any part thereof, except when such loss, costs, damages and expenses shall be due to the sole negligence of Frisco, its agents, servants or employees.

F59928

8. No termination of this agreement, whether by reason of failure of Licensee to continue to exercise the aforesaid grant or otherwise, shall release Licensee from any liability or obligation that may have been incurred by or that may have accrued against Licensee hereunder prior to such termination.

9. If either party hereto shall violate, continuously or otherwise, any of the terms of this agreement binding upon it, the other party hereto shall thereby be deemed neither to have waived nor relinquished any such term of this agreement nor to have acquiesced in such violation thereof, unless the other party shall expressly consent thereto in writing.

10. This agreement shall bind and inure to the benefit of the successors and assigns of Frisco, and the successors, heirs, executors, administrators and assigns of Licensee; provided that Licensee shall have no right to assign or transfer this agreement without first obtaining the written consent of Frisco.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the day and year first above written.

Deletion of Article 1 made prior to execution.

ST. LOUIS-SAN FRANCISCO RAILWAY COMPANY

By *W. M. Broth*
General Superintendent Communications and Signals

ATTEST:

W. M. Maenner
Asst. Secretary

WITNESS: (If not a corporation)

ATTEST: (If a corporation)

W. M. Maenner
Secretary

THE KANSAS STATE TELEPHONE COMPANY

W. M. Hollis
Vice Pres & Genl Mgr

RECORDED

RECORDED

RECORDED

RECORDED

FRISCO COUNTERPART

THIS AGREEMENT, entered into, in duplicate, this 20th day of April, 1961,
between ST. LOUIS-SAN FRANCISCO RAILWAY COMPANY, hereinafter called "Frisco", party of the first part, and
THE KANSAS STATE TELEPHONE COMPANY, a Kansas Corporation
Baxter Springs, Kansas

hereinafter called "Licensee", party of the second part; WITNESSETH:

At the request of Licensee and for Licensee's use only in conveying electrical current at a potential not to exceed 100
volts for communication
purposes, Frisco hereby grants to Licensee permission and authority to construct and maintain 2 cables

(hereinafter called "wire line") upon and across the right of way and under wires and under
tracks of Frisco at

Mile Post H-343-29, Riverton, Kansas -

Public - No fee -

This grant is made by Frisco and accepted by licensee upon and subject to the following conditions:

1. ~~Licensee shall, at Licensee's sole cost and expense, construct and maintain said wire line in a manner satisfactory to Frisco's~~

~~General Superintendent Communications and Signals and in full compliance with lawful authority and the Fifth Edition of the National~~

2. Licensee shall, at Licensee's sole cost and expense, construct and maintain said wire line in a manner satisfactory to Frisco's
General Superintendent Communications and Signals and in full compliance with lawful authority and the Fifth Edition of the National
Electrical Safety Code, dated September 23, 1941, known as Handbook H-32 National Bureau of Standards, and amendments thereto and
supplements and reissues thereof, but in no case shall any wire or cable be constructed or maintained at a height of less than twenty-seven
(27) feet above the top of the rails of any track, nor shall any pole, anchor, tower or appurtenant fixtures to said wire line be constructed or
maintained nearer than twenty (20) feet from the center line of any main track or ten (10) feet from the center line of any other track; provided,
however, that Frisco, if it so elects, may perform such work, or any part thereof, at the cost of Licensee.

3. If said wire line, as constructed or maintained, shall at any time in the opinion of Frisco interfere with the maintenance or
operation of the railroad, or the telegraph, telephone or other wire line, or any of them, or the construction of additional facilities on right of
way of Frisco, Licensee shall, at Licensee's own expense, on notice from Frisco so to do, immediately raise or lower, change or alter,
relocate, repair or renew said wire line in such manner as may be prescribed by the General Superintendent Communications and Signals of
Frisco, and if Licensee shall fail to comply with any of the provisions of this sentence, Frisco shall have the option, at the expense of
Licensee, either to do said work or to wholly remove Licensee's wire line from said right of way. If construction or maintenance of said
wire line shall require any change or alteration in the location or arrangement, or otherwise, of the aforesaid telegraph, telephone or other
wire lines on said right of way, or any of them, such change or alteration shall be made by Frisco at the cost of Licensee.

4. Licensee shall at all times keep said wire line in proper condition of maintenance and repair at Licensee's own expense, and
if at any time Licensee fails so to do, Frisco, after having given ten (10) days' notice to Licensee of intention so to do, may at the sole
cost of Licensee, either make such repairs as it deems necessary or, at its option, wholly remove said wire line from said right of way.

5. If Licensee shall at any time discontinue the use of said wire line, Licensee shall at once, at Licensee's own expense, remove
the same from said right of way and restore said right of way to a condition satisfactory to Frisco, and in the event of Licensee's failure so
to do, Frisco may make such removal and restoration at the expense of Licensee.

6. All costs and expenses of every kind and character incurred by Frisco, which under the terms of sections 2, 3, 4 and 5 of this
agreement are to be borne by Licensee, shall be paid by Licensee promptly upon receipt of bill therefor. Such costs and expenses shall
include, but not be limited to, costs of labor, traveling expenses, material, freight charges on material, applicable percentages for vacation
allowances and paid holidays, health and welfare benefits, and payroll and sales taxes, plus ten per cent (10%) of costs of labor to cover
supervision, accounting and use of tools.

7. Licensee agrees to assume all risk of, and to indemnify, protect and save harmless Frisco from and against, loss or destruction
of or damage to said wire line or other property in the possession or custody of Licensee, its agents, servants or employees, and injury to
or death of any of the agents, servants or employees of Licensee while on or about the premises of Frisco, and whether such loss, destruction,
damage, injury or death be caused or contributed to by negligence of Frisco or otherwise.

Licensee shall further indemnify, protect and save harmless Frisco from and against any and all loss, costs, damages and ex-
penses of whatsoever kind or character which Frisco shall suffer, sustain or become liable for, on account of injury to or death of the agents,
servants, employees, passengers, licensees or invitees of Frisco, or loss or destruction of or damage to property of Frisco or of Frisco's
agents, servants, employees, passengers, licensees or invitees, or property in its or their possession or control, arising from, growing out of
or incident to the construction, maintenance, use, existence, repair, renewal or removal of said wire line or any part thereof, except when
such loss, costs, damages and expenses shall be due to the sole negligence of Frisco, its agents, servants or employees.

F 59941

8. No termination of this agreement, whether by reason of failure of Licensee to continue to exercise the aforesaid grant or otherwise, shall release Licensee from any liability or obligation that may have been incurred by or that may have accrued against Licensee hereunder prior to such termination.

9. If either party hereto shall violate, continuously or otherwise, any of the terms of this agreement binding upon it, the other party hereto shall thereby be deemed neither to have waived nor relinquished any such term of this agreement nor to have acquiesced in such violation thereof, unless the other party shall expressly consent thereto in writing.

10. This agreement shall bind and inure to the benefit of the successors and assigns of Frisco, and the successors, heirs, executors, administrators and assigns of Licensee; provided that Licensee shall have no right to assign or transfer this agreement without first obtaining the written consent of Frisco.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the day and year first above written.

Deletion of Article 1 made prior to execution .

ST. LOUIS-SAN FRANCISCO RAILWAY COMPANY

By

[Signature]
General Superintendent Communications and Signals

ATTEST:

[Signature]
Asst. Secretary

WITNESS: (If not a corporation)

ATTEST: (If a corporation)

[Signature]
Secretary

THE KANSAS STATE TELEPHONE COMPANY

[Signature]
Vice Pres & Genl Mgr

F.59941

PL. 14 3-227
19 307

EXHIBIT

No. _____

TO BE ATTACHED TO CONTRACT, RAILWAY COMPANY'S NO. _____, DATED _____

BETWEEN ST. LOUIS & SAN FRANCISCO RAILWAY COMPANY,

AND KANSAS STATE TELEPHONE COMPANY
DESCRIPTION OF CROSSING:

PUBLIC OR PRIVATE _____

CONSIDERATION \$ _____

4'-0"

CLEARANCE ABOVE TOP OR BELOW BASE OF RAILWAY COMPANY'S RAIL.

CLEARANCE ABOVE OR BELOW TELEGRAPH WIRES OF RAILWAY COMPANY.

2- 2 1/2" GALV. IRON PIPES

KIND OF CONDUIT IF UNDERGROUND.

TWO

PRESENT NUMBER OF WIRES OR CABLES IN CROSSING SIZE

ULTIMATE NUMBER OF WIRES OR CABLES IN CROSSING SIZE

300 PAIR - 24 GAUGE PLASTIC
75 PAIR - 19 GAUGE PLASTIC

76°

NUMBER OF POLES ON PROPERTY OF RAILWAY COMPANY.

ANGLE OF CROSSING

DATE WORK TO START _____

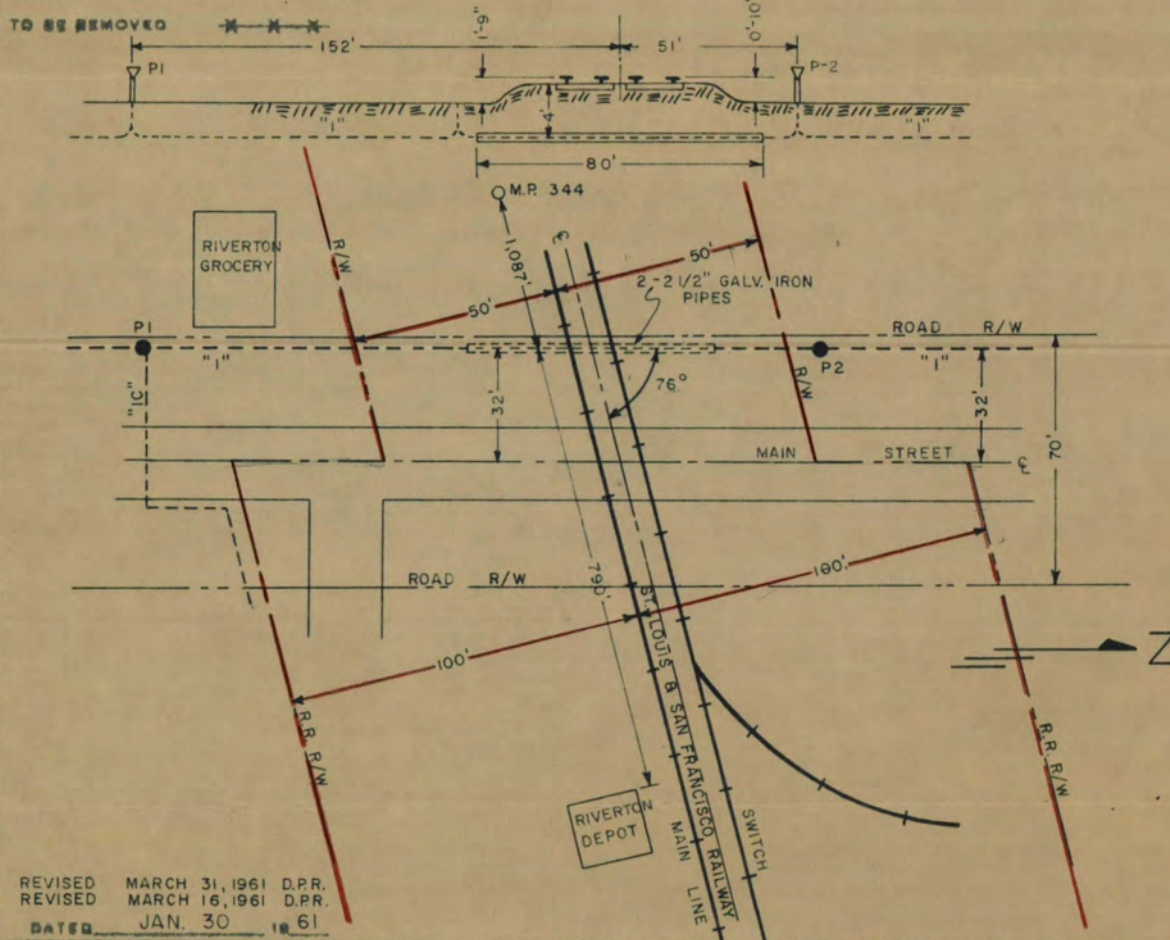
SYMBOLS
POLE OR STUB
ANCHOR GUY
GUY
TELEPHONE LINE



PLAN OF CROSSING

SCALE N.T.S.

TELEGRAPH LINE — W —
RAILWAY TRACK — + — + — + —
PROPERTY LINE — - - - -



REVISED MARCH 31, 1961 D.P.R.
REVISED MARCH 16, 1961 D.P.R.
DATED JAN. 30 19 61

TELEPHONE COMPANY

APPROVED KANSAS STATE

(TITLE)

COMPANY

(TITLE)

APPROVED _____

APPROVED _____

APPROVED _____

APPROVED _____

APPROVED _____

APPROVED _____

PROPOSED:

LOCATION BETWEEN OR AT

RIVERTON DEPOT PLUS 790 FEET AND
MILE POST 344 PLUS 1087 FEET

DIVISION _____ DISTRICT _____

NEAR OR AT RIVERTON TOWN

CHEROKEE COUNTY STATE OF KANSAS

GRADE OF CONSTRUCTION _____

F59948

FRISCO COUNTERPART

THIS AGREEMENT, entered into, in duplicate, this 20th day of April, 1961,
between ST. LOUIS-SAN FRANCISCO RAILWAY COMPANY, hereinafter called "Frisco", party of the first part, and
THE KANSAS STATE TELEPHONE COMPANY, a Kansas Corporation
Baxter Springs, Kansas

hereinafter called "Licensee", party of the second part; WITNESSETH:

At the request of Licensee and for Licensee's use only in conveying electrical current at a potential not to exceed 100
volts for communication

purposes, Frisco hereby grants to Licensee permission and authority to construct and maintain 1 cable

(hereinafter called "wire line") upon and across the right of way and under wires and under
tracks of Frisco at

615 feet east of depot, Riverton, Kansas -

Public - No fee -

This grant is made by Frisco and accepted by licensee upon and subject to the following conditions:

1. ~~Licensee shall be responsible for the construction, maintenance and repair of said wire line.~~
Nothing done

2. Licensee shall, at Licensee's sole cost and expense, construct and maintain said wire line in a manner satisfactory to Frisco's General Superintendent Communications and Signals and in full compliance with lawful authority and the Fifth Edition of the National Electrical Safety Code, dated September 23, 1941, known as Handbook H-32 National Bureau of Standards, and amendments thereto and supplements and reissues thereof, but in no case shall any wire or cable be constructed or maintained at a height of less than twenty-seven (27) feet above the top of the rails of any track, nor shall any pole, anchor, tower or appurtenant fixtures to said wire line be constructed or maintained nearer than twenty (20) feet from the center line of any main track or ten (10) feet from the center line of any other track; provided, however, that Frisco, if it so elects, may perform such work, or any part thereof, at the cost of Licensee.

3. If said wire line, as constructed or maintained, shall at any time in the opinion of Frisco interfere with the maintenance or operation of the railroad, or the telegraph, telephone or other wire line, or any of them, or the construction of additional facilities on right of way of Frisco, Licensee shall, at Licensee's own expense, on notice from Frisco so to do, immediately raise or lower, change or alter, relocate, repair or renew said wire line in such manner as may be prescribed by the General Superintendent Communications and Signals of Frisco, and if Licensee shall fail to comply with any of the provisions of this sentence, Frisco shall have the option, at the expense of Licensee, either to do said work or to wholly remove Licensee's wire line from said right of way. If construction or maintenance of said wire line shall require any change or alteration in the location or arrangement, or otherwise, of the aforesaid telegraph, telephone or other wire lines on said right of way, or any of them, such change or alteration shall be made by Frisco at the cost of Licensee.

4. Licensee shall at all times keep said wire line in proper condition of maintenance and repair at Licensee's own expense, and if at any time Licensee fails so to do, Frisco, after having given ten (10) days' notice to Licensee of intention so to do, may at the sole cost of Licensee, either make such repairs as it deems necessary or, at its option, wholly remove said wire line from said right of way.

5. If Licensee shall at any time discontinue the use of said wire line, Licensee shall at once, at Licensee's own expense, remove the same from said right of way and restore said right of way to a condition satisfactory to Frisco, and in the event of Licensee's failure so to do, Frisco may make such removal and restoration at the expense of Licensee.

6. All costs and expenses of every kind and character incurred by Frisco, which under the terms of sections 2, 3, 4 and 5 of this agreement are to be borne by Licensee, shall be paid by Licensee promptly upon receipt of bill therefor. Such costs and expenses shall include, but not be limited to, costs of labor, traveling expenses, material, freight charges on material, applicable percentages for vacation allowances and paid holidays, health and welfare benefits, and payroll and sales taxes, plus ten per cent (10%) of costs of labor to cover supervision, accounting and use of tools.

7. Licensee agrees to assume all risk of, and to indemnify, protect and save harmless Frisco from and against, loss or destruction of or damage to said wire line or other property in the possession or custody of Licensee, its agents, servants or employees, and injury to or death of any of the agents, servants or employees of Licensee while on or about the premises of Frisco, and whether such loss, destruction, damage, injury or death be caused or contributed to by negligence of Frisco or otherwise.

Licensee shall further indemnify, protect and save harmless Frisco from and against any and all loss, costs, damages and expenses of whatsoever kind or character which Frisco shall suffer, sustain or become liable for, on account of injury to or death of the agents, servants, employees, passengers, licensees or invitees of Frisco, or loss or destruction of or damage to property of Frisco or of Frisco's agents, servants, employees, passengers, licensees or invitees, or property in its or their possession or control, arising from, growing out of or incident to the construction, maintenance, use, existence, repair, renewal or removal of said wire line or any part thereof, except when such loss, costs, damages and expenses shall be due to the sole negligence of Frisco, its agents, servants or employees.

F59948

8. No termination of this agreement, whether by reason of failure of Licensee to continue to exercise the aforesaid grant or otherwise, shall release Licensee from any liability or obligation that may have been incurred by or that may have accrued against Licensee hereunder prior to such termination.

9. If either party hereto shall violate, continuously or otherwise, any of the terms of this agreement binding upon it, the other party hereto shall thereby be deemed neither to have waived nor relinquished any such term of this agreement nor to have acquiesced in such violation thereof, unless the other party shall expressly consent thereto in writing.

10. This agreement shall bind and inure to the benefit of the successors and assigns of Frisco, and the successors, heirs, executors, administrators and assigns of Licensee; provided that Licensee shall have no right to assign or transfer this agreement without first obtaining the written consent of Frisco.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the day and year first above written.

Deletion of Article 1 made prior to execution.

ST. LOUIS-SAN FRANCISCO RAILWAY COMPANY

By *W. M. Roth*
General Superintendent Communications and Signals

ATTEST:

Wm. J. Manner
1961, Secretary

WITNESS: (If not a corporation)

ATTEST: (If a corporation)

E. W. Smail
Secretary

THE KANSAS STATE TELEPHONE COMPANY

Wm. J. Hall
Chas. Pres & Carl Mays

B. H. [illegible]
APPROVED

APPROVED

PL M 5 2267
(9.50)

No.

AND KANSAS STATE TELEPHONE COMPANY
DESCRIPTION OF CROSSING:
PUBLIC OR PRIVATE

GRADE OF CONSTRUCTION

FRISCO COUNTERPART

THIS AGREEMENT, entered into, in duplicate, this 12th day of May, 1961,
between ST. LOUIS-SAN FRANCISCO RAILWAY COMPANY, hereinafter called "Frisco", party of the first part, and
THE KANSAS STATE TELEPHONE COMPANY, a Kansas Corporation
Baxter Springs, Kansas

hereinafter called "Licensee", party of the second part; WITNESSETH:

At the request of Licensee and for Licensee's use only in conveying electrical current at a potential not to exceed 100
volts for communication
purposes, Frisco hereby grants to Licensee permission and authority to construct and maintain 2 wires

(hereinafter called "wire line") upon and across the right of way and over wires and over
tracks of Frisco at

Mile Post H-344 plus 2,062 feet, Riverton, Kansas -

Public - No fee -

This grant is made by Frisco and accepted by licensee upon and subject to the following conditions:

1. ~~Licensee shall not use the wire line for any purpose other than that for which it was granted.~~

~~Licensee shall not use the wire line for any purpose other than that for which it was granted.~~

2. Licensee shall, at Licensee's sole cost and expense, construct and maintain said wire line in a manner satisfactory to Frisco's General Superintendent Communications and Signals and in full compliance with lawful authority and the Fifth Edition of the National Electrical Safety Code, dated September 23, 1941, known as Handbook H-32 National Bureau of Standards, and amendments thereto and supplements and reissues thereof, but in no case shall any wire or cable be constructed or maintained at a height of less than twenty-seven (27) feet above the top of the rails of any track, nor shall any pole, anchor, tower or appurtenant fixtures to said wire line be constructed or maintained nearer than twenty (20) feet from the center line of any main track or ten (10) feet from the center line of any other track; provided, however, that Frisco, if it so elects, may perform such work, or any part thereof, at the cost of Licensee.

3. If said wire line, as constructed or maintained, shall at any time in the opinion of Frisco interfere with the maintenance or operation of the railroad, or the telegraph, telephone or other wire line, or any of them, or the construction of additional facilities on right of way of Frisco, Licensee shall, at Licensee's own expense, on notice from Frisco so to do, immediately raise or lower, change or alter, relocate, repair or renew said wire line in such manner as may be prescribed by the General Superintendent Communications and Signals of Frisco, and if Licensee shall fail to comply with any of the provisions of this sentence, Frisco shall have the option, at the expense of Licensee, either to do said work or to wholly remove Licensee's wire line from said right of way. If construction or maintenance of said wire line shall require any change or alteration in the location or arrangement, or otherwise, of the aforesaid telegraph, telephone or other wire lines on said right of way, or any of them, such change or alteration shall be made by Frisco at the cost of Licensee.

4. Licensee shall at all times keep said wire line in proper condition of maintenance and repair at Licensee's own expense, and if at any time Licensee fails so to do, Frisco, after having given ten (10) days' notice to Licensee of intention so to do, may at the sole cost of Licensee, either make such repairs as it deems necessary or, at its option, wholly remove said wire line from said right of way.

5. If Licensee shall at any time discontinue the use of said wire line, Licensee shall at once, at Licensee's own expense, remove the same from said right of way and restore said right of way to a condition satisfactory to Frisco, and in the event of Licensee's failure so to do, Frisco may make such removal and restoration at the expense of Licensee.

6. All costs and expenses of every kind and character incurred by Frisco, which under the terms of sections 2, 3, 4 and 5 of this agreement are to be borne by Licensee, shall be paid by Licensee promptly upon receipt of bill therefor. Such costs and expenses shall include, but not be limited to, costs of labor, traveling expenses, material, freight charges on material, applicable percentages for vacation allowances and paid holidays, health and welfare benefits, and payroll and sales taxes, plus ten per cent (10%) of costs of labor to cover supervision, accounting and use of tools.

7. Licensee agrees to assume all risk of, and to indemnify, protect and save harmless Frisco from and against, loss or destruction of or damage to said wire line or other property in the possession or custody of Licensee, its agents, servants or employees, and injury to or death of any of the agents, servants or employees of Licensee while on or about the premises of Frisco, and whether such loss, destruction, damage, injury or death be caused or contributed to by negligence of Frisco or otherwise.

Licensee shall further indemnify, protect and save harmless Frisco from and against any and all loss, costs, damages and expenses of whatsoever kind or character which Frisco shall suffer, sustain or become liable for, on account of injury to or death of the agents, servants, employees, passengers, licensees or invitees of Frisco, or loss or destruction of or damage to property of Frisco or of Frisco's agents, servants, employees, passengers, licensees or invitees, or property in its or their possession or control, arising from, growing out of or incident to the construction, maintenance, use, existence, repair, renewal or removal of said wire line or any part thereof, except when such loss, costs, damages and expenses shall be due to the sole negligence of Frisco, its agents, servants or employees.

F59995

8. No termination of this agreement, whether by reason of failure of Licensee to continue to exercise the aforesaid grant or otherwise, shall release Licensee from any liability or obligation that may have been incurred by or that may have accrued against Licensee hereunder prior to such termination.

9. If either party hereto shall violate, continuously or otherwise, any of the terms of this agreement binding upon it, the other party hereto shall thereby be deemed neither to have waived nor relinquished any such term of this agreement nor to have acquiesced in such violation thereof, unless the other party shall expressly consent thereto in writing.

10. This agreement shall bind and inure to the benefit of the successors and assigns of Frisco, and the successors, heirs, executors, administrators and assigns of Licensee; provided that Licensee shall have no right to assign or transfer this agreement without first obtaining the written consent of Frisco.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the day and year first above written.

Deletion of Article 1 made prior to execution.

ST. LOUIS-SAN FRANCISCO RAILWAY COMPANY

By *W. M. Brath*
General Superintendent Communications and Signals

ATTEST:

W. M. Maenner
Asst. Secretary

WITNESS: (If not a corporation)

ATTEST: (If a corporation)

E. W. Lueil
Secretary

THE KANSAS STATE TELEPHONE COMPANY

W. M. 7 Hallis
Chas. Prov. Genl Mgr

YOBKQED

GENERAL VILLOVET

YOBKQED

GENERAL VILLOVET

YOBKQED

APPROVED
A. J. Baumann
GENERAL ATTORNEY.

Approved as to property interests
T. J. Ward
Land and Tax Commissioner

APPROVED
B. Gasche

APPROVED

B. H. Crosland
CHIEF ENGINEER

ST. L. & S. F. RY. CO.
St. Louis, Mo.

JUN 6 1961

SECRETARY & TREASURER

5119

THE AMERICAN TELEPHONE COMPANY

detention of persons I have been to execution.

rejection of Article 1 under Article 40 of the Constitution of the United States, and the fact that the United States is a party to the Convention on the Elimination of All Forms of Discrimination Against Women (CEDAW), which is a treaty that has been ratified by the United States and is in force.

F61017

triplicate

THIS AGREEMENT, entered into, in ~~triplicate~~ this 31st day of July, 1962,
between ST. LOUIS-SAN FRANCISCO RAILWAY COMPANY, hereinafter called "Frisco", party of the first part, and
THE CRAW-KAN TELEPHONE COOPERATIVE ASSOCIATION, a Kansas Corporation,
Girard, Kansas

hereinafter called "Licensee", party of the second part; WITNESSETH:

At the request of Licensee and for Licensee's use only in conveying electrical current at a potential not to exceed 110
volts for Communication
purposes, Frisco hereby grants to Licensee permission and authority to construct and maintain 1 cable

(hereinafter called "wire line") upon and across the right of way and over wires and over
tracks of Frisco at

Mile Post F 336 plus 468 feet, Crestline, Kansas -

Public -

This grant is made by Frisco and accepted by licensee upon and subject to the following conditions:

- ~~1. Licensee shall be responsible for the construction, maintenance and repair of the wire line.~~
 2. Licensee shall, at Licensee's sole cost and expense, construct and maintain said wire line in a manner satisfactory to Frisco's General Superintendent Communications and Signals and in full compliance with lawful authority and the Fifth Edition of the National Electrical Safety Code, dated September 23, 1941, known as Handbook H-32 National Bureau of Standards, and amendments thereto and supplements and reissues thereof, but in no case shall any wire or cable be constructed or maintained at a height of less than twenty-seven (27) feet above the top of the rails of any track, nor shall any pole, anchor, tower or appurtenant fixtures to said wire line be constructed or maintained nearer than twenty (20) feet from the center line of any main track or ten (10) feet from the center line of any other track; provided, however, that Frisco, if it so elects, may perform such work, or any part thereof, at the cost of Licensee.
 3. If said wire line, as constructed or maintained, shall at any time in the opinion of Frisco interfere with the maintenance or operation of the railroad, or the telegraph, telephone or other wire line, or any of them, or the construction of additional facilities on right of way of Frisco, Licensee shall, at Licensee's own expense, on notice from Frisco so to do, immediately raise or lower, change or alter, relocate, repair or renew said wire line in such manner as may be prescribed by the General Superintendent Communications and Signals of Frisco, and if Licensee shall fail to comply with any of the provisions of this sentence, Frisco shall have the option, at the expense of Licensee, either to do said work or to wholly remove Licensee's wire line from said right of way. If construction or maintenance of said wire line shall require any change or alteration in the location or arrangement, or otherwise, of the aforesaid telegraph, telephone or other wire lines on said right of way, or any of them, such change or alteration shall be made by Frisco at the cost of Licensee.
 4. Licensee shall at all times keep said wire line in proper condition of maintenance and repair at Licensee's own expense, and if at any time Licensee fails so to do, Frisco, after having given ten (10) days' notice to Licensee of intention so to do, may at the sole cost of Licensee, either make such repairs as it deems necessary or, at its option, wholly remove said wire line from said right of way.
 5. If Licensee shall at any time discontinue the use of said wire line, Licensee shall at once, at Licensee's own expense, remove the same from said right of way and restore said right of way to a condition satisfactory to Frisco, and in the event of Licensee's failure so to do, Frisco may make such removal and restoration at the expense of Licensee.
 6. All costs and expenses of every kind and character incurred by Frisco, which under the terms of sections 2, 3, 4 and 5 of this agreement are to be borne by Licensee, shall be paid by Licensee promptly upon receipt of bill therefor. Such costs and expenses shall include, but not be limited to, costs of labor, traveling expenses, material, freight charges on material, applicable percentages for vacation allowances and paid holidays, health and welfare benefits, and payroll and sales taxes, plus ten per cent (10%) of costs of labor to cover supervision, accounting and use of tools.
 7. Licensee agrees to assume all risk of, and to indemnify, protect and save harmless Frisco from and against, loss or destruction of or damage to said wire line or other property in the possession or custody of Licensee, its agents, servants or employees, and injury to or death of any of the agents, servants or employees of Licensee while on or about the premises of Frisco, and whether such loss, destruction, damage, injury or death be caused or contributed to by negligence of Frisco or otherwise.
- Licensee shall further indemnify, protect and save harmless Frisco from and against any and all loss, costs, damages and expenses of whatsoever kind or character which Frisco shall suffer, sustain or become liable for, on account of injury to or death of the agents, servants, employees, passengers, licensees or invitees of Frisco, or loss or destruction of or damage to property of Frisco or of Frisco's agents, servants, employees, passengers, licensees or invitees, or property in its or their possession or control, arising from, growing out of or incident to the construction, maintenance, use, existence, repair, renewal or removal of said wire line or any part thereof, except when such loss, costs, damages and expenses shall be due to the sole negligence of Frisco, its agents, servants or employees.

8. No termination of this agreement, whether by reason of failure of Licensee to continue to exercise the aforesaid grant or otherwise, shall release Licensee from any liability or obligation that may have been incurred by or that may have accrued against Licensee hereunder prior to such termination.

9. If either party hereto shall violate, continuously or otherwise, any of the terms of this agreement binding upon it, the other party hereto shall thereby be deemed neither to have waived nor relinquished any such term of this agreement nor to have acquiesced in such violation thereof, unless the other party shall expressly consent thereto in writing.

10. This agreement shall bind and inure to the benefit of the successors and assigns of Frisco, and the successors, heirs, executors, administrators and assigns of Licensee; provided that Licensee shall have no right to assign or transfer this agreement without first obtaining the written consent of Frisco, except to Rural Electrical Administration of United

States of America.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the day and year first above written.

Substitution in preamble, deletion of Article 1, addition to Article 10, made prior to execution.

ST. LOUIS-SAN FRANCISCO RAILWAY COMPANY

By *Amrath*
General Superintendent Communications and Signals

ATTEST:

Secretary

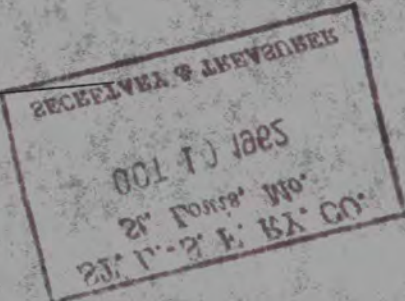
WITNESS: (If not a corporation)

THE CRAW-KAN TELEPHONE COOPERATIVE ASSOCIATION

BY: *Lawrence D. Sharp*
TITLE: President

ATTEST: (If a corporation)

John C. Kyate
Secretary



[Faint stamp]

[Faint stamp]

[Faint stamp]

APPROVED

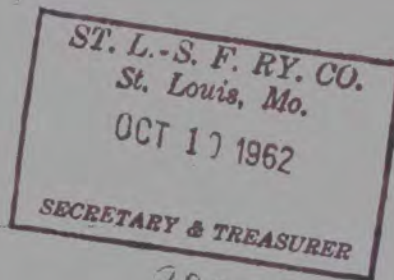
J. H. Brown
CHIEF ENGINEER

Approved as to property interests

P. J. Ward
Land and Tax Commissioner

APPROVED

R. H. Marshall
Superintendent



9995

FW 1018

triplicate
THIS AGREEMENT, entered into, in ~~the State of~~ this 31st day of July, 19 62,
between ST. LOUIS-SAN FRANCISCO RAILWAY COMPANY, hereinafter called "Frisco", party of the first part, and
THE CRAW-KAN TELEPHONE COOPERATIVE CORPORATION, a Kansas Corporation,
Girard, Kansas ASSOCIATION

hereinafter called "Licensee", party of the second part; WITNESSETH:

At the request of Licensee and for Licensee's use only in conveying electrical current at a potential not to exceed 110
volts for Communication
purposes, Frisco hereby grants to Licensee permission and authority to construct and maintain 1 cable

(hereinafter called "wire line") upon and across the right of way and under wires and under
tracks of Frisco at

Mile Post F 333 plus 70 feet near Crestline, Kansas -

Public -

This grant is made by Frisco and accepted by licensee upon and subject to the following conditions:

- ~~1. Licensee shall pay to Frisco, on or before the 1st day of each month, the sum of \$10.00 for the use of the right of way.~~
 2. Licensee shall, at Licensee's sole cost and expense, construct and maintain said wire line in a manner satisfactory to Frisco's General Superintendent Communications and Signals and in full compliance with lawful authority and the Fifth Edition of the National Electrical Safety Code, dated September 23, 1941, known as Handbook H-32 National Bureau of Standards, and amendments thereto and supplements and reissues thereof, but in no case shall any wire or cable be constructed or maintained at a height of less than twenty-seven (27) feet above the top of the rails of any track, nor shall any pole, anchor, tower or appurtenant fixtures to said wire line be constructed or maintained nearer than twenty (20) feet from the center line of any main track or ten (10) feet from the center line of any other track; provided, however, that Frisco, if it so elects, may perform such work, or any part thereof, at the cost of Licensee.
 3. If said wire line, as constructed or maintained, shall at any time in the opinion of Frisco interfere with the maintenance or operation of the railroad, or the telegraph, telephone or other wire line, or any of them, or the construction of additional facilities on right of way of Frisco, Licensee shall, at Licensee's own expense, on notice from Frisco so to do, immediately raise or lower, change or alter, relocate, repair or renew said wire line in such manner as may be prescribed by the General Superintendent Communications and Signals of Frisco, and if Licensee shall fail to comply with any of the provisions of this sentence, Frisco shall have the option, at the expense of Licensee, either to do said work or to wholly remove Licensee's wire line from said right of way. If construction or maintenance of said wire line shall require any change or alteration in the location or arrangement, or otherwise, of the aforesaid telegraph, telephone or other wire lines on said right of way, or any of them, such change or alteration shall be made by Frisco at the cost of Licensee.
 4. Licensee shall at all times keep said wire line in proper condition of maintenance and repair at Licensee's own expense, and if at any time Licensee fails so to do, Frisco, after having given ten (10) days' notice to Licensee of intention so to do, may at the sole cost of Licensee, either make such repairs as it deems necessary or, at its option, wholly remove said wire line from said right of way.
 5. If Licensee shall at any time discontinue the use of said wire line, Licensee shall at once, at Licensee's own expense, remove the same from said right of way and restore said right of way to a condition satisfactory to Frisco, and in the event of Licensee's failure so to do, Frisco may make such removal and restoration at the expense of Licensee.
 6. All costs and expenses of every kind and character incurred by Frisco, which under the terms of sections 2, 3, 4 and 5 of this agreement are to be borne by Licensee, shall be paid by Licensee promptly upon receipt of bill therefor. Such costs and expenses shall include, but not be limited to, costs of labor, traveling expenses, material, freight charges on material, applicable percentages for vacation allowances and paid holidays, health and welfare benefits, and payroll and sales taxes, plus ten per cent (10%) of costs of labor to cover supervision, accounting and use of tools.
 7. Licensee agrees to assume all risk of, and to indemnify, protect and save harmless Frisco from and against, loss or destruction of or damage to said wire line or other property in the possession or custody of Licensee, its agents, servants or employees, and injury to or death of any of the agents, servants or employees of Licensee while on or about the premises of Frisco, and whether such loss, destruction, damage, injury or death be caused or contributed to by negligence of Frisco or otherwise.
- Licensee shall further indemnify, protect and save harmless Frisco from and against any and all loss, costs, damages and expenses of whatsoever kind or character which Frisco shall suffer, sustain or become liable for, on account of injury to or death of the agents, servants, employees, passengers, licensees or invitees of Frisco, or loss or destruction of or damage to property of Frisco or of Frisco's agents, servants, employees, passengers, licensees or invitees, or property in its or their possession or control, arising from, growing out of or incident to the construction, maintenance, use, existence, repair, renewal or removal of said wire line or any part thereof, except when such loss, costs, damages and expenses shall be due to the sole negligence of Frisco, its agents, servants or employees.

8. No termination of this agreement, whether by reason of failure of Licensee to continue to exercise the aforesaid grant or otherwise, shall release Licensee from any liability or obligation that may have been incurred by or that may have accrued against Licensee hereunder prior to such termination.

9. If either party hereto shall violate, continuously or otherwise, any of the terms of this agreement binding upon it, the other party hereto shall thereby be deemed neither to have waived nor relinquished any such term of this agreement nor to have acquiesced in such violation thereof, unless the other party shall expressly consent thereto in writing.

10. This agreement shall bind and inure to the benefit of the successors and assigns of Frisco, and the successors, heirs, executors, administrators and assigns of Licensee; provided that Licensee shall have no right to assign or transfer this agreement without first obtaining the written consent of Frisco, except to Rural Electrical Administration of United States of America.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the day and year first above written.

Substitution in preamble, deletion of Article 1, addition to Article 10,
made prior to execution.

ST. LOUIS-SAN FRANCISCO RAILWAY COMPANY

By

R. M. Wrath
General Superintendent Communications and Signals

ATTEST:

Secretary

WITNESS: (If not a corporation)

ATTEST: (If a corporation)

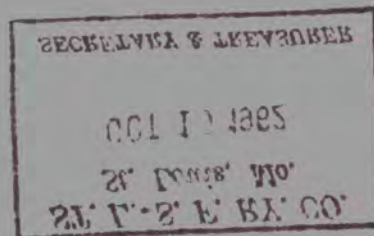
John C. Cypate
Secretary

THE CRAW-KAN TELEPHONE COOPERATIVE ASSOCIATION

BY:

TITLE:

Laurence D. Tharp
President



8-17-65
V65BOAED

ST. LOUIS MO
OCT 10 1965
ST. L-S F R CO

APPROVED

J. H. Brown
CHIEF ENGINEER

Approved as to property interests

P. J. Ward
Land and Tax Commissioner

APPROVED

R. J. Marshall
Superintendent

ST. L.-S. F. RY. CO.
St. Louis, Mo.
OCT 10 1962
SECRETARY & TREASURER

9795

WITNESSES: (if not a corporation)

WITNESSES:

BY:

THE CHIEF ENGINEER OR SUPERINTENDENT OF THE RAILROAD

WITNESSES: (if not a corporation)

WITNESSES:

(SEAL) Not to be used unless the seal is in the presence of the witnesses

IN WITNESS WHEREOF, the Board of Directors of the St. Louis-San Francisco Railway Company

have hereunto set their hands and seals at St. Louis, Missouri, this 10th day of October, 1962.

IN WITNESS WHEREOF, the Board of Directors of the St. Louis-San Francisco Railway Company

have hereunto set their hands and seals at St. Louis, Missouri, this 10th day of October, 1962.

WITNESSES:

These witnesses are hereby sworn to the truth of the foregoing statements and to the fact that the same have been read and approved by the Board of Directors of the St. Louis-San Francisco Railway Company.

IN WITNESS WHEREOF, the Board of Directors of the St. Louis-San Francisco Railway Company have hereunto set their hands and seals at St. Louis, Missouri, this 10th day of October, 1962.

St. Louis-San Francisco Railway Co.

Contract No. 61422

November 26, 1963

Elmer Butterworth,
An Individual

and

ST. LOUIS-SAN FRANCISCO RAILWAY COMPANY

Contract

covering private road crossing at MP
H-345 plus 6 poles, Riverton, Kansas.

Expires on 30 days' notice.

THIS AGREEMENT entered into, in duplicate, this 26th day of November, 1963, between
ST. LOUIS-SAN FRANCISCO RAILWAY COMPANY, hereinafter called "Frisco", party of the first part, and

Elmer Butterworth

, hereinafter called "Licensee", party of the second part; WITNESSETH:

At the request of Licensee and for the sole use, convenience and benefit of Licensee, Licensee's agents, employees or licensees, Frisco hereby grants to Licensee permission and authority to construct and maintain a private road crossing over and across the right of way and tracks of Frisco, at its Mile Post H345 plus 6 Poles, at or near Riverton, Cherokee County, Kansas, at the location shown in green coloring on blue print hereto attached and made a part hereof.

The aforesaid grant is made by Frisco and accepted by Licensee upon and subject to the following terms and conditions:

1. **Paster Paragraph attached prior to execution.**

2. All work done by Licensee hereunder shall be subject to the approval of Frisco's Roadmaster or his duly authorized representative.

3. Licensee shall keep closed and securely locked, at all times when said private crossing is not in actual immediate use, any and all gates in right of way fences at points of intersection of said private crossing therewith.

4. Licensee shall indemnify, protect and save harmless Frisco from and against any and all claims, demands, causes of action, damages, judgments, costs, attorney's fees and expenses that Frisco may sustain, incur or become liable for, by reason of death of or injury to persons whomsoever, or loss or destruction of or damage to property whatsoever and to whomsoever belonging, growing out of or incidental to the construction, maintenance, repair, renewal, removal, use or existence of said private crossing, the maintenance or operation of the railway of Frisco or the violation by Licensee of any of the provisions of this agreement and whether caused or contributed to by negligence of Frisco, or otherwise.

5. If either party hereto shall violate, continuously or otherwise, any of the terms of this agreement binding upon it, the other party hereto shall thereby be deemed neither to have waived nor relinquished any such term of this agreement nor to have acquiesced in such violation thereof, unless the other party shall expressly consent thereto in writing.

6. Either party may terminate this agreement by giving to the other party thirty (30) days' written notice of intention so to do. No termination of this agreement shall release Licensee from any liability or obligation that may have been incurred by or that may have accrued against Licensee during the term hereof. On or before the termination hereof, Licensee shall, at Licensee's sole cost and expense, remove said private crossing from Frisco's right of way and restore said right of way to a condition satisfactory to Frisco, and if Licensee shall fail so to do, Frisco may, at Licensee's sole cost and expense, remove said private crossing and restore said right of way as aforesaid.

7. This agreement shall bind and inure to the benefit of the successors and assigns of Frisco and the successors, heirs, executors, administrators and assigns of Licensee.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the day and year first above written.

ATTEST:

L. M. Rayburn

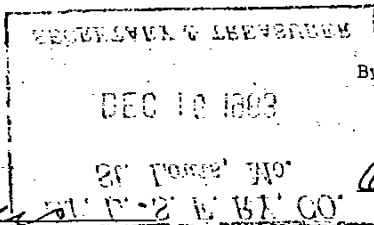
SECRETARY

WITNESS: (If not a corporation)

Neil L. Macy

ATTEST: (If a corporation)

Secretary



ST. LOUIS-SAN FRANCISCO RAILWAY COMPANY

By

A. A. Francis
Asst General Manager

Elmer Butterworth
An Individual

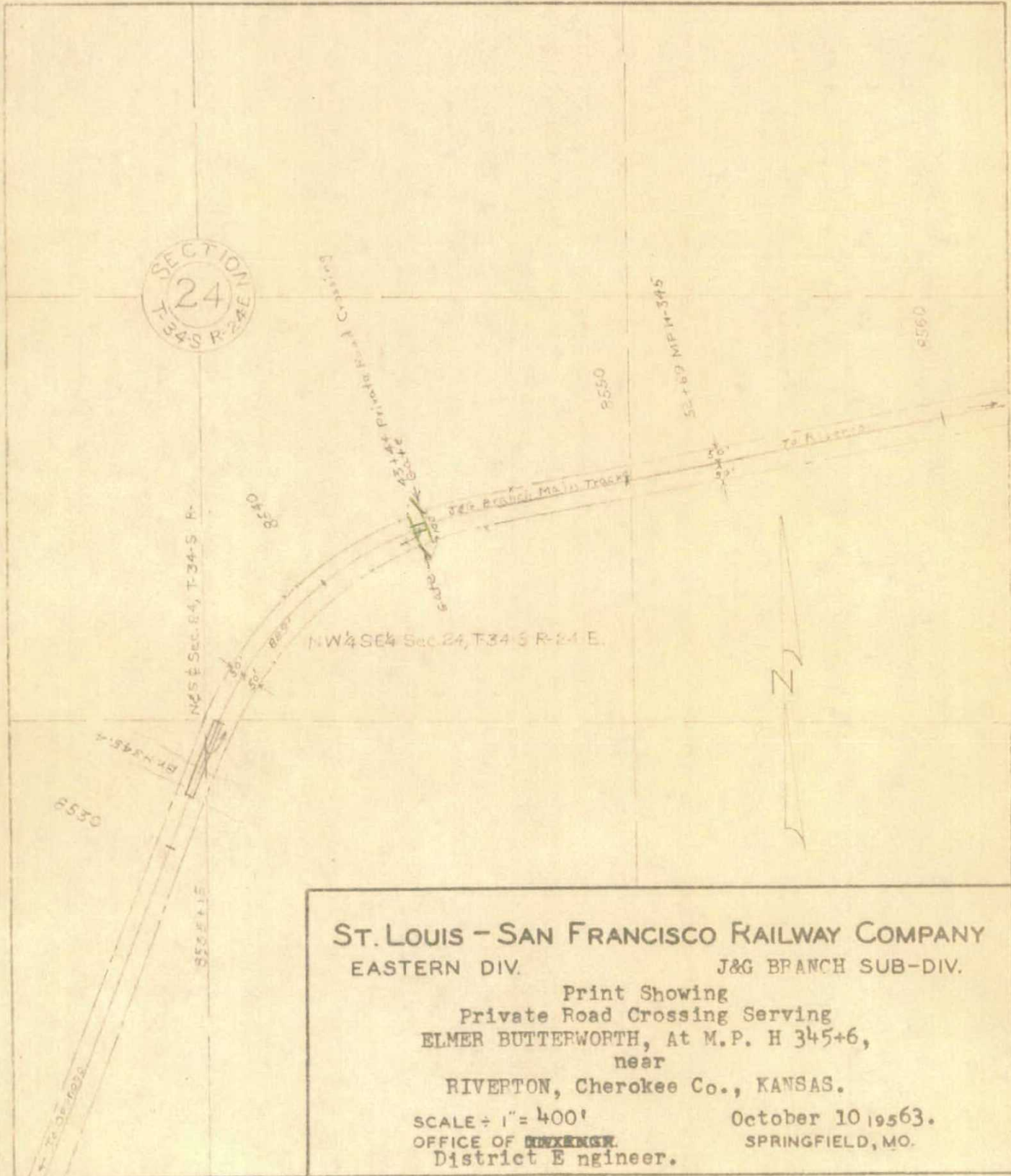
THIS AGREEMENT entered into, in duplicate, this 26th day of November, 1963, between
ST. LOUIS-SAN FRANCISCO RAILWAY COMPANY, hereinafter called "Frisco", party of the first part, and
Elmer Butterworth
_____, hereinafter called "Licensee", party of the second part; WITNESSETH:

At the request of Licensee and for the sole use, convenience and benefit of Licensee, Licensee's agents, employees or licensees,
Frisco hereby grants to Licensee permission and authority to construct and maintain a private road crossing over and across the right of way
and tracks of Frisco, at its Mile Post H345 plus 6 Poles, at or near Riverton,
Cherokee County, Kansas, at the location shown in green
coloring on blue print hereto attached and made a part hereof.

The aforesaid grant is made by Frisco and accepted by Licensee upon and subject to the following terms and conditions:

~~First Paragraph attached prior to execution.~~

Said private road crossing 16 feet in width extends in a
northwesterly and southeasterly direction for a distance
of 100 feet over the right of way and the Joplin and Galena
Branch Main track of the St Louis San Francisco Railway
Company at Mile Post H 345 plus 6 poles in the NW $\frac{1}{4}$ SE $\frac{1}{4}$
of Section 24, Township 34 South, Range 24 East, Cherokee
County Kansas about 829 feet northeasterly measured along
the centerline of said main track from its intersection
with the North and South Centerline of said Section 24



F61468

THIS AGREEMENT, entered into, in duplicate, this 20th day of December, 19 63, between St Louis-San Francisco Railway Company, hereinafter called "Railway", party of the first part, and Cherokee County Rural Water District No. 1, hereinafter called "Licensee", party of the second part, the term "Licensee" wherever herein used referring to and meaning each and every party of the second part hereto; WITNESSETH:

Railway, in consideration of the covenants and agreements hereinafter contained to be kept and performed by Licensee, hereby grants permission to Licensee to excavate for, lay, construct, maintain, repair and operate (1) 4 inch plastic water pipe line (hereinafter referred to as "pipe line") under the right of way and tracks of Railway, at or near Crestline Cherokee County Kansas, at the following described location:

Mile Post F 336 plus 4 poles plus 103 feet

The aforesaid grant is made by Railway and accepted by Licensee upon and subject to the following conditions:

1. Licensee shall pay to Railway an initial charge of Twenty-five Dollars (\$25.00) ~~and annually in advance a sum of \$100.00 for the use of the right of way and tracks of Railway hereto attached, marked "Exhibit A", and made a part hereof.~~
2. Licensee (or Licensee's contractor) shall lay, construct and maintain said pipe line in strict accordance with the specifications of Railway hereto attached, marked "Exhibit A", and made a part hereof.
3. Licensee (or Licensee's contractor) shall, at Licensee's expense, do all work of excavating for, laying, constructing, maintaining, repairing and operating said pipe line at such times and in such manner as not to interfere with, endanger or obstruct the roadbed, tracks or right of way of Railway of the operation of its railroad. All work done hereunder by Licensee (or Licensee's contractor) shall be under the direction and subject to the inspection and approval of Railway's Chief Engineer, or other authorized representative, who shall have full authority to direct the time and manner of doing the work and require the same to be done as he directs; and if Licensee (or Licensee's contractor) fails or refuses to comply with his directions, said Chief Engineer, or other authorized representative, may stop the work altogether.
4. If Railway shall at any time change the grade of said right of way or tracks, or change the location of any tracks, improvements, facilities, structures or appurtenances now or hereafter located upon said right of way, or construct or cause or allow to be constructed any additional tracks, improvements, facilities, structures of appurtenances upon said right of way, and shall not terminate this agreement on account thereof, Licensee shall thereupon, at Licensee's sole cost and expense, change the grade or location of and reconstruct said pipe line in a manner prescribed by Railway's Chief Engineer or other authorized representative.
5. Licensee shall pay to Railway, promptly upon rendition of bill therefor, all costs and expenses of every kind and character incurred by Railway, incidental to any work done, or to be done, by Licensee (or Licensee's contractor) under the terms of this agreement or which, under the terms hereof, are to be borne by Licensee. Such costs and expenses shall include, but not be limited to costs of labor, traveling expenses, material, freight charges on material, applicable percentages for vacation allowances and paid holidays, health and welfare benefits, and payroll and sales taxes, plus ten per cent (10%) to cover accounting, use of tools and general overhead.
6. Licensee, as a further consideration for the aforesaid grant, hereby agrees to indemnify and save harmless Railway from any and all claims, demands, causes of action, damages, judgments, costs, attorney's fees and expenses (a) that Railway may sustain, incur or become liable for on account of loss or destruction of or damage to property whatsoever and death of or injury to persons whomsoever and (b) all loss or destruction of or damage to said pipe line and all other property of Licensee, growing out of excavating for, laying, constructing, reconstructing, maintaining, operating, repairing or removing of said pipe line, or the failure of Licensee (or Licensee's contractor) to comply fully with Licensee's obligations hereunder, and whether caused by negligence of Railway, its agents, servants or employees, or otherwise.
7. If either party hereto shall violate, continuously or otherwise, any of the terms of this agreement binding upon it, the other party hereto shall thereby be deemed neither to have waived nor relinquished any such term of this agreement nor to have acquiesced in such violation thereof, unless the other party shall expressly consent thereto in writing.
8. Either party may terminate this agreement by giving to the other party thirty (30) days' written notice of intention so to do. Upon any termination of this agreement, Licensee shall, at its sole cost and expense, within ten (10) days thereafter remove said pipe line from under said right of way and tracks and restore the same to a condition satisfactory to Railway, and if Licensee shall fail so to do, Railway shall have the right to make such removal and restoration at the expense of Licensee. No termination of this agreement shall release Licensee from any liability or obligation that may have been incurred by or that may have accrued against Licensee hereunder during the term hereof.
9. This agreement shall bind and inure to the benefit of the successors and assigns of Railway and the successors, heirs, executors, administrators and assigns of Licensee; provided that Licensee shall have no right to assign or transfer this agreement without first obtaining the written consent of Railway.

IN WITNESS WHEREOF, the parties hereto have executed this agreement the day and year first above written.

Portion of Paragraph No. one deleted prior to execution

ST. LOUIS-SAN FRANCISCO RAILWAY COMPANY

ATTEST:

Wm. M. Mann
Asst. Secretary

By

H. J. Overby
Superintendent

WITNESS: (If not a corporation)

Bill H. Fribley
Chairman, Rural Water Dist #1
Cherokee County, Kansas

ATTEST: (If a corporation)

John Riker
Secretary

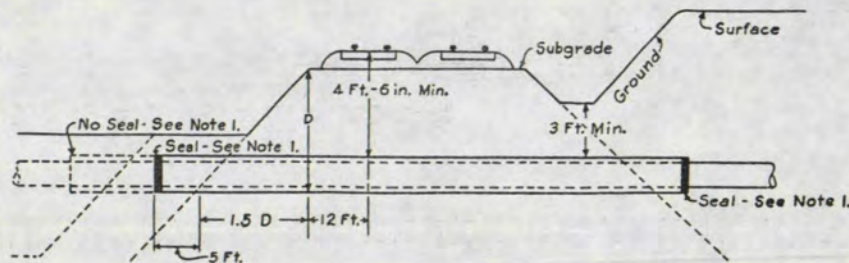
SPECIFICATIONS FOR PIPE LINE CROSSINGS FOR NON-INFLAMMABLE SUBSTANCES

1. Scope

Pipe lines included under these specifications are those installed to carry steam, water or any non-inflammable substance which from its nature or pressure might cause damage if escaping on or in the vicinity of railroad property.

2. Installation

Except in case of small lines where Chief Engineer, or other authorized representative of Railway Company, may decide that casing is not necessary, pipe lines under right-of-way and tracks of Railway Company shall be encased in a larger pipe or conduit installed as indicated in figure below:



NOTE:-

1. Seal not required if Casing ends above Ground where Drainage is available.

In refilling the trench excavated for said pipe, that portion of the same beneath the ties of said tracks shall be firmly tamped so as to form a solid subgrade. That portion of said trench on each side of said ties shall be promptly refilled in a proper and workmanlike manner, and so as to leave no holes or obstructions therein, and so as to furnish and provide proper drainage.

3. Carrier Pipe

Carrier line pipe inside the casing under said right-of-way and tracks shall be of approved construction.

4. Casing Pipe

Casing pipe and joints may be of any approved conduit construction and shall be capable of withstanding the load of railroad roadbed, track and traffic; also shall be so constructed as to prevent leakage of any matter from the casing or conduit throughout its length under the said right-of-way and tracks except at the ends of the casing or conduit where the ends are left open. The casing shall be so installed as to prevent the formation of a waterway under the railroad.

Casing shall be installed with even bearing throughout its length and shall slope to one end.

The inside diameter of the casing shall be at least 2 inches greater than the largest outside diameter of the carrier pipe, joints or couplings.

5. Seals

Where the ends of the casing are below ground they shall be suitably protected against the entrance of foreign material, which might prevent ready removal of the carrier pipe.

Where the ends of the casing are at or above ground surface and above high water level they may be left open, provided drainage is afforded in such a manner that leakage will be conducted away from the roadbed and structures.

6. Depth of Casing

The top of the carrier pipe shall be below the frost line, and the top of casing at its closest point shall not be less than $4\frac{1}{2}$ feet below base of railway rail. On other portions of the railway right-of-way where the casing is not directly beneath any track the depth from the surface of the ground and from the bottom of ditches to the top of the casing, shall be not less than 3 feet. Where it is not practicable to secure the above depths, special construction shall be used.

7. Length of Casing

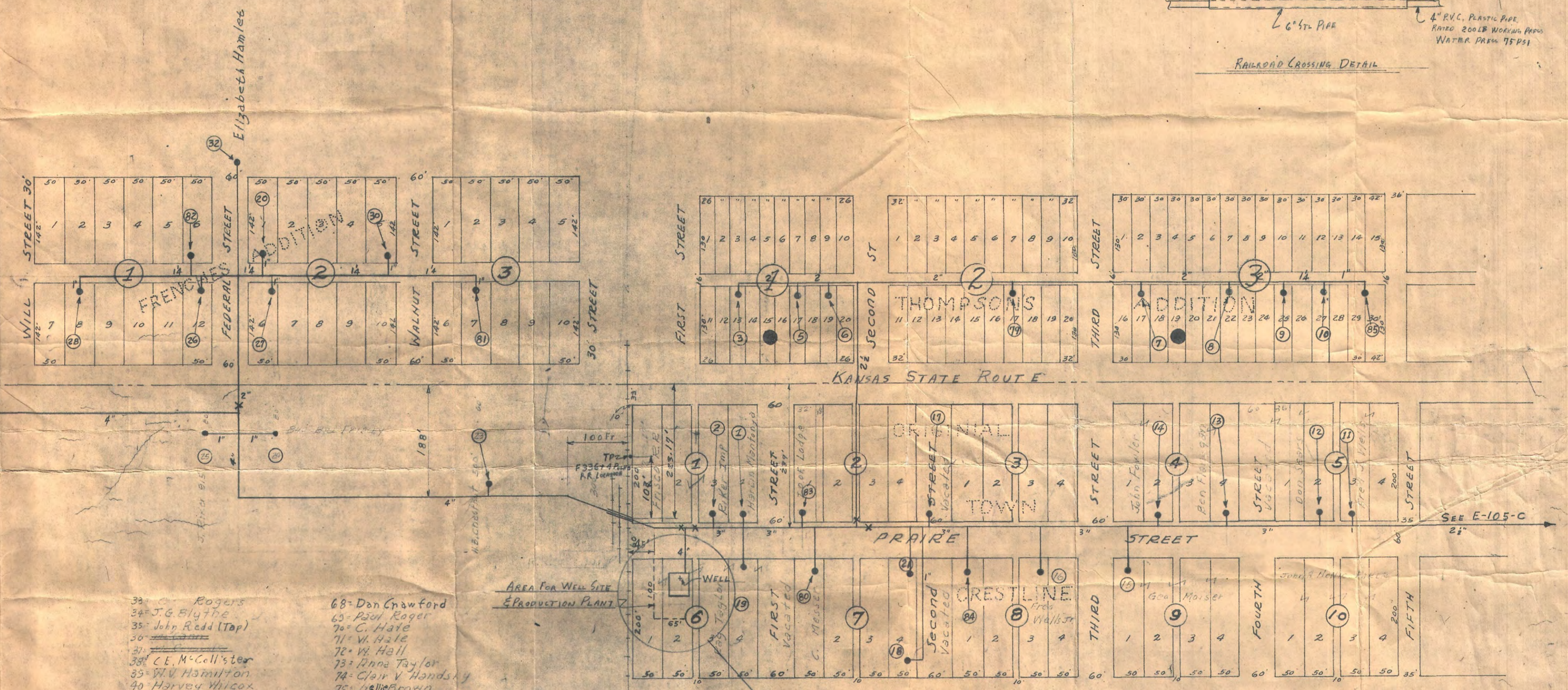
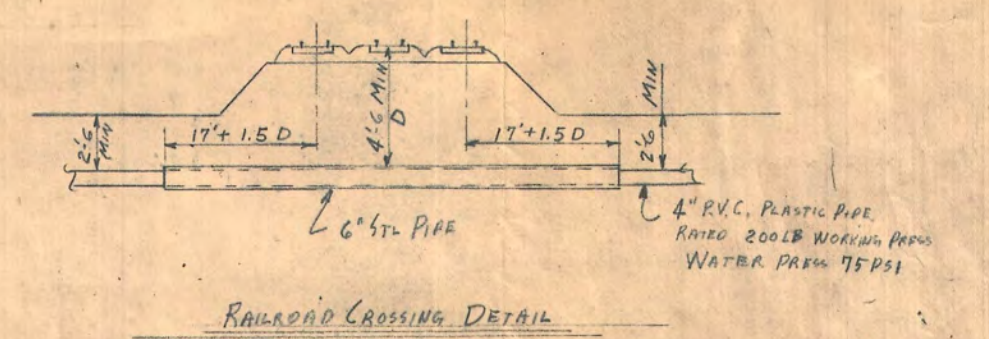
Casing shall extend each side from the center line of the outside track, measured at right angles, a minimum distance of 12 feet + 5 feet + $1.5D$ (where D equals the depth of the bottom of the casing below subgrade). See figure. If additional tracks are constructed in the future, the casing shall be correspondingly extended.

8. Shut-Off Valves

Where warranted by special local conditions, or when required by Railway Company, accessible emergency shut-off valves shall be installed by and at the expense of the owner of the pipe line, within effective distance at each side of the crossing.

9. Approval of Plans

Plans for a proposed crossing shall be submitted to and approved by the Chief Engineer or other authorized representative of Railway Company before installation is begun and the execution of the work on the said right-of-way, including the supporting of said tracks, shall be subject to his inspection and direction.

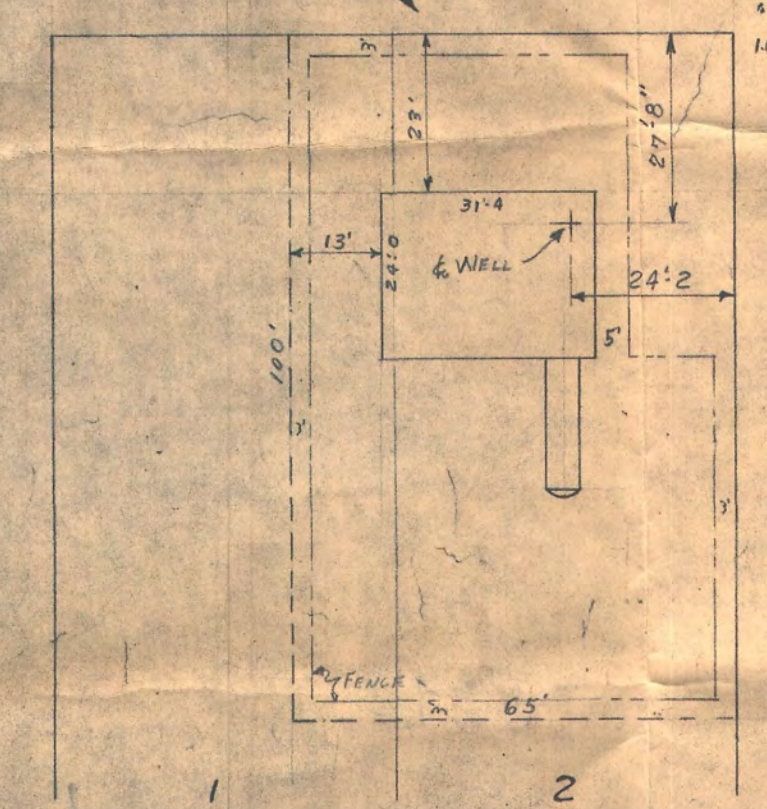


- 1- Harlin Mantony
- 2- Farmers Union
- 3- John Sears
- 4- John Sears
- 5- John Sears
- 6- Faye Rion
- 7- Don Bailey
- 8- Bess Flanagan
- 9- Lee Hallam
- 10- J.E. Holt
- 11- Fred J. Wells
- 12- Don Sears
- 13- Ben Flanagan
- 14- John Fowler
- 15- Geo. Maizer
- 16- Fred Wells Jr.
- 17- Roy Downs
- 18- Ross Owens
- 19- Roy Taylor
- 20- John Markley
- 21- John Markley
- 22- H.B. Chestnut
- 23- Bill Frisley
- 24- John Riker
- 25- John Riker
- 26- John Riker
- 27- Christian Church
- 28- Don Schultz
- 29- Joe Robinson
- 30- M.L. Jordan
- 31- R.D. Williams
- 32- Elizabeth Hamlet

- 33- C. Rogers
- 34- J.G. Blythe
- 35- John Redd (Tap)
- 36- C.E. McCallister
- 37- W.V. Hamilton
- 38- Harvey Wilcox
- 39- Bud Mercer
- 40- Herman Myer
- 41- R.D. W. Station
- 42- Roy Owens
- 43- Geo. Floquet
- 44- Geo. Myer
- 45- Herman Myer
- 46- Geo. Jansky
- 47- Geo. Myer
- 48- Bert Bailey
- 49- Samuel Ross
- 50- Bob Hall
- 51- Bonnie Copran
- 52- Lily Marvin
- 53- Howard Hardman
- 54- Walter Hockett
- 55- Darnel Lay
- 56- Geo. Bailey
- 57- Chas. Dixon
- 58- Anne Anderson
- 59- Crestline School
- 60- C.H. Leobins
- 61- T. Yates
- 62- G. Martin
- 63- H. Ferguson
- 64- W. Duncan

- 65- Dan Crawford
- 66- Paul Roger
- 67- C. Hays
- 68- W. Hale
- 69- W. Hall
- 70- Anna Taylor
- 71- Clair V. Handsley
- 72- Nellie Brown
- 73- L. H. H. H. H.
- 74- Henry Riker
- 75- Mary Alice King
- 76- Clifton Messer
- 77- James Oliver
- 78- John Riker
- 79- L.O.F. Lodge
- 80- Billy Wells
- 81- Baptist Church
- 82- Wilbur Hale
- 83- Bob Robinson
- 84- Wm. R. Lyster

Less 17 CUSTOMERS PAID IN



REVISIONS			H. DEAN BOLICK & ASSOCIATES		DISTRIBUTION SYSTEM IN	
No.	BY	DATE	CONSULTING ENGINEERS		CRESTLINE	
1	BOLICK	12/8/63	PITTSBURG, KANSAS		FOR CHEROKEE COUNTY RURAL WATER	
2	BOLICK	12/14/63	THIS DWG. IS OUR PROPERTY AND MUST NOT BE USED EXCEPT IN CONNECTION WITH OUR WORK-ALL RIGHTS OF DESIGN OR INVENTION RESERVED		DISTRICT #1, CRESTLINE, KANSAS	
3			PRINTED		BY DATE SCALE	
4			APPROVED BY		OWN H.D. Bolick 8/30/63	
5					DWN NO. E-105-D	



F614 68

F-65844

FORM S-622
(9-50)

EXHIBIT

No.

TO BE ATTACHED TO CONTRACT, RAILWAY COMPANY'S NO. 572, DATED April 10, 1961

BETWEEN NORTHEAST OKLAHOMA RAILROAD COMPANY,

AND KANSAS STATE TELEPHONE COMPANY

DESCRIPTION OF CROSSING:

PUBLIC OR PRIVATE

CONSIDERATION \$

27'-3" CLEARANCE ABOVE TOP OR BELOW BASE OF RAILWAY COMPANY'S RAIL.

CLEARANCE ABOVE OR BELOW TELEGRAPH WIRES OF RAILWAY COMPANY.

KIND OF CONDUIT IF UNDERGROUND.

PRESENT NUMBER OF WIRES OR CABLES IN CROSSING. SIZE

TWO ULTIMATE NUMBER OF WIRES OR CABLES IN CROSSING. SIZE 080 CX 30

NONE NUMBER OF POLES ON PROPERTY OF RAILWAY COMPANY.

61° 30' ANGLE OF CROSSING

DATE WORK TO START

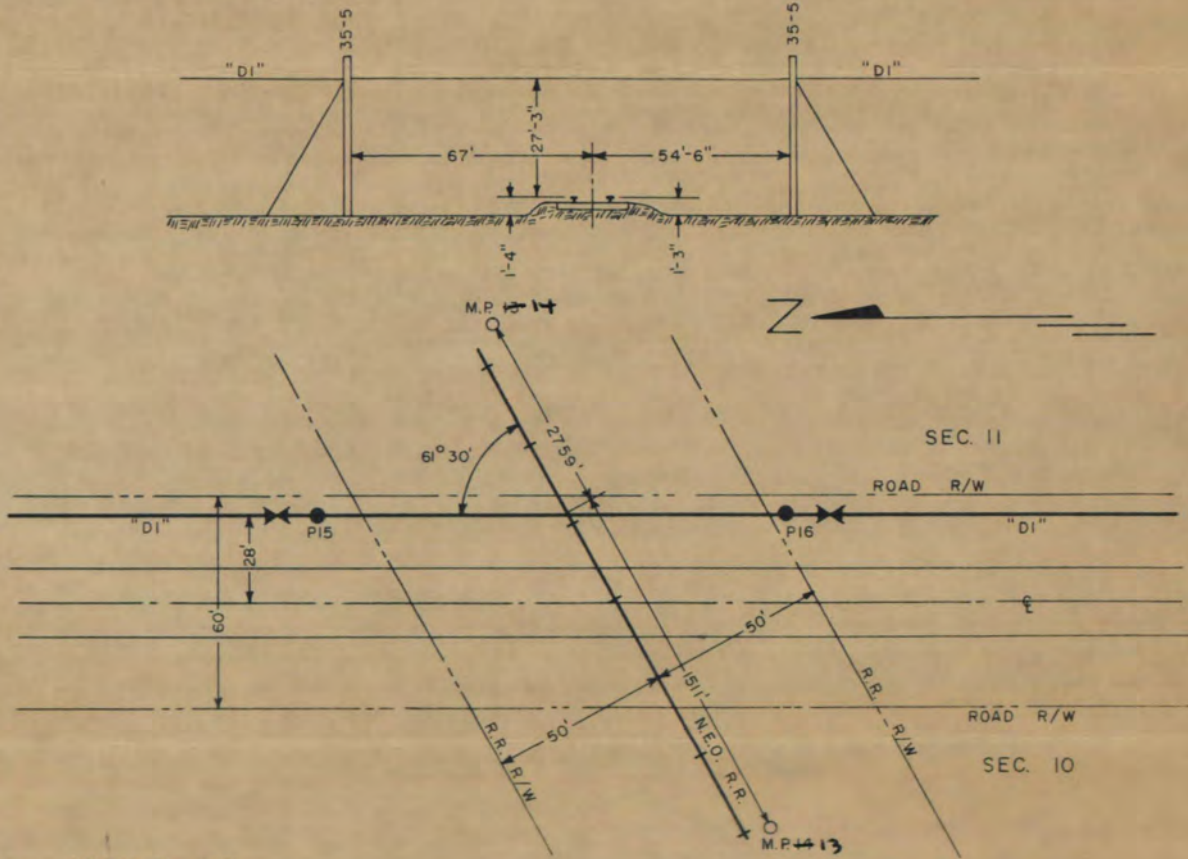
PLAN OF CROSSING

SCALE N.T.S.

SYMBOLS
POLE OR STUB
ANCHOR GUY
GUY
TELEPHONE LINE
TO BE REMOVED

PRESENT PROPOSED

TELEGRAPH LINE
RAILWAY TRACK
PROPERTY LINE



DATED MARCH 29 1961

TELEPHONE COMPANY

APPROVED KANSAS STATE

NORTHEAST OKLAHOMA RAILROAD COMPANY

COMPANY

APPROVED [Signature]

PRESIDENT

APPROVED [Signature]

CH. ENGR.

APPROVED

THE KANSAS STATE TELEPHONE COMPANY

APPROVED [Signature]

APPROVED [Signature]

PROPOSED:

SEC. 11 TWP. T35S R. R 24 E

LOCATION: BETWEEN OR AT

MILE POST 13 PLUS 2759 FEET AND
MILE POST 14 MINUS 1511 FEET

DIVISION DISTRICT

NEAR OR AT BAKTER SPRINGS TOWN

CHEROKEE COUNTY, STATE OF KANSAS

GRADE OF CONSTRUCTION

F-65847

EXHIBIT
TO BE ATTACHED TO CONTRACT, RAILWAY COMPANY'S NO. 575, DATED April 10, 1961
BETWEEN NORTHEAST OKLAHOMA RAILROAD COMPANY,

AND KANSAS STATE TELEPHONE COMPANY
DESCRIPTION OF CROSSING:

PUBLIC OR PRIVATE

CONSIDERATION \$

29' 9"

CLEARANCE ABOVE TOP OR BELOW BASE OF RAILWAY COMPANY'S RAIL.

CLEARANCE ABOVE OR BELOW TELEGRAPH WIRES OF RAILWAY COMPANY.

KIND OF CONDUIT IF UNDERGROUND.

PRESENT NUMBER OF WIRES OR CABLES IN CROSSING. SIZE

TWO

ULTIMATE NUMBER OF WIRES OR CABLES IN CROSSING. SIZE

080 CW 30%

NONE

NUMBER OF POLES ON PROPERTY OF RAILWAY COMPANY.

34°

ANGLE OF CROSSING

DATE WORK TO START

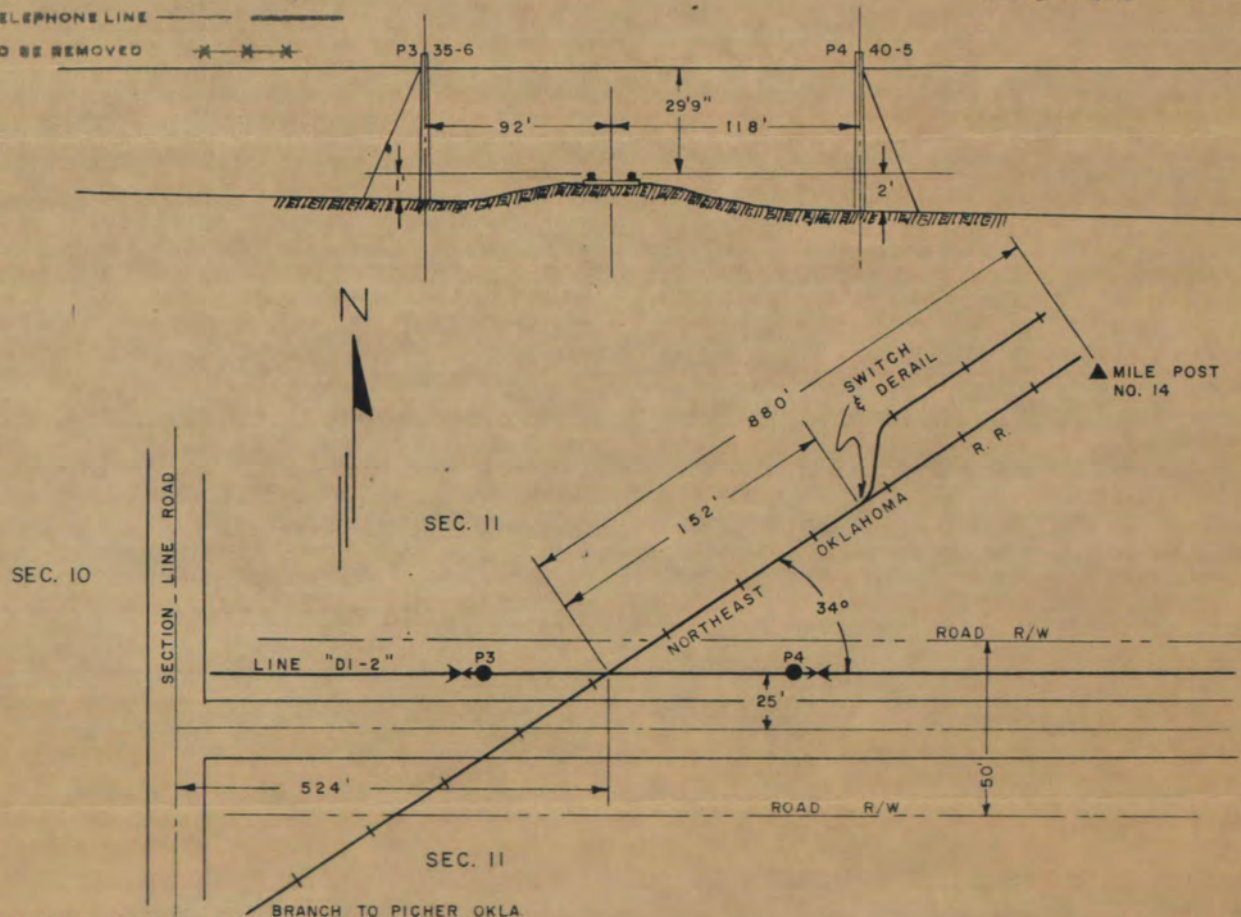
PLAN OF CROSSING

SCALE N.T.S.

SYMBOLS
POLE OR STUB
ANCHOR GUY
GUY
TELEPHONE LINE
TO BE REMOVED

PRESENT PROPOSED
POLE OR STUB
ANCHOR GUY
GUY
TELEPHONE LINE
TO BE REMOVED

TELEGRAPH LINE
RAILWAY TRACK
PROPERTY LINE



REVISED MARCH 31, 1961 D.P.R.
DATED FEB. 20 1961

TELEPHONE COMPANY

APPROVED KANSAS STATE

NORTHEAST OKLAHOMA RAILROAD COMPANY COMPANY
(TITLE)

APPROVED *D. H. Lister* PRESIDENTAPPROVED *Edna Luby* CH. E. G.

APPROVED THE KANSAS STATE TELEPHONE COMPANY

APPROVED *Wm. J. Hallis*
APPROVED *Vic Post* *Joe Mgr*

PROPOSED:

SEC. II TWP. T35S R R24E

LOCATION BETWEEN OR AT

MILE POST 14 PLUS 880 FEET AND
MILE POST PLUS FEET

DIVISION DISTRICT

NEAR OR AT BAXTER SPRINGS TOWN

CHEROKEE COUNTY STATE OF KANSAS

GRADE OF CONSTRUCTION

EXHIBIT N.E.O. CONTRACT No. 569

TO BE ATTACHED TO CONTRACT, RAILWAY COMPANY'S NO. 569, DATED March 24, 1961
BETWEEN NORTHEASTERN OKLAHOMA RAILROAD COMPANY,

AND KANSAS STATE TELEPHONE COMPANY

DESCRIPTION OF CROSSING:

PUBLIC OR PRIVATE

CONSIDERATION \$

29' CLEARANCE ABOVE TOP OR BELOW BASE OF RAILWAY COMPANY'S RAIL
CLEARANCE ABOVE OR BELOW TELEGRAPH WIRES OF RAILWAY COMPANY.

KIND OF CONDUIT IF UNDERGROUND.

PRESENT NUMBER OF WIRES OR CABLES IN CROSSING. SIZE

TWO ULTIMATE NUMBER OF WIRES OR CABLES IN CROSSING. SIZE 080 CX 30

NUMBER OF POLES ON PROPERTY OF RAILWAY COMPANY.

90° ANGLE OF CROSSING

DATE WORK TO START

PLAN OF CROSSING

SCALE N.T.S.

SYMBOLS PRESENT PROPOSED

POLE OR STUB

ANCHOR GUY

GUY

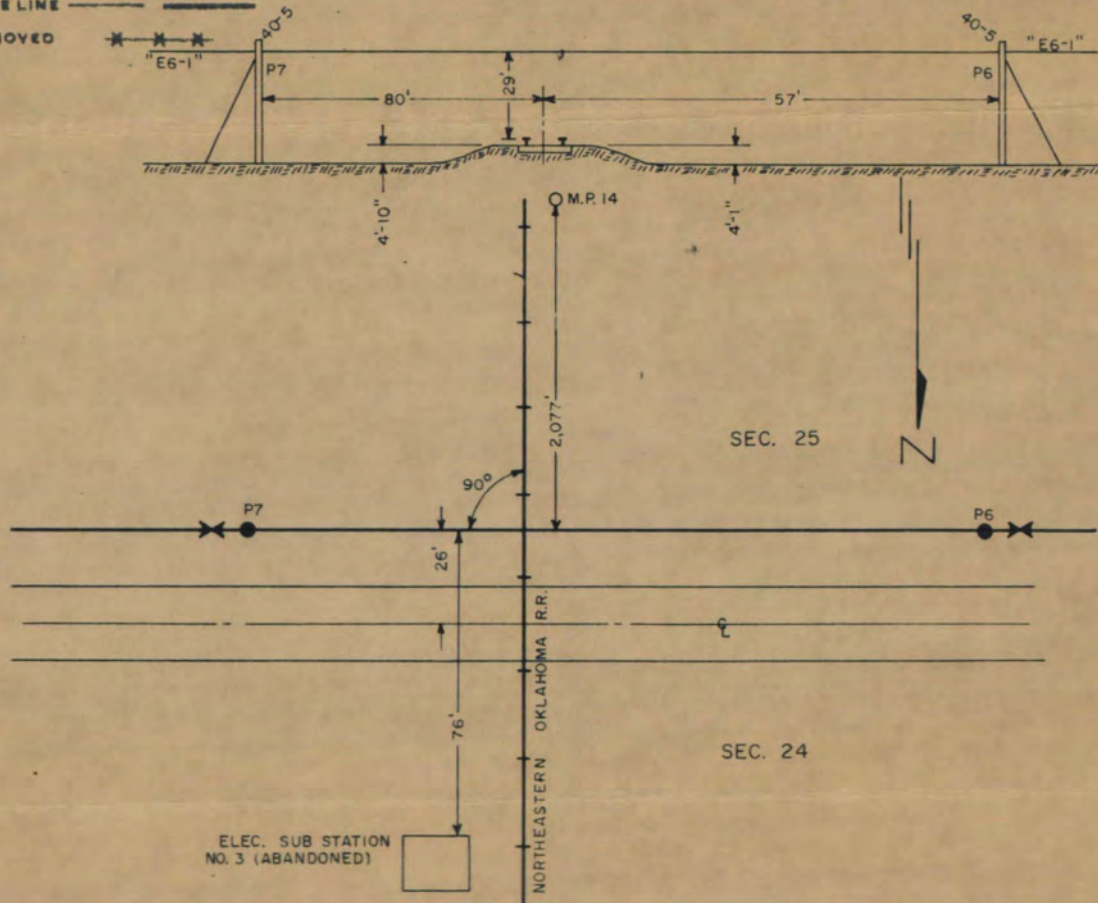
TELEPHONE LINE

TO BE REMOVED

TELEGRAPH LINE W

RAILWAY TRACK

PROPERTY LINE



DATED FEB. 14 1961

TELEPHONE COMPANY

APPROVED KANSAS STATE

(TITLE)

NORTHEAST OKLAHOMA RAILROAD COMPANY

COMPANY

(TITLE)

APPROVED

PRESIDENT

APPROVED

Ch. E. J.

APPROVED

THE KANSAS STATE TELEPHONE COMPANY

APPROVED

APPROVED

Wm J. Hallie Vice President

APPROVED

PROPOSED:

LOCATION BETWEEN OR AT

MILE POST 14 PLUS 2077 FEET AND
STATION NO. 3 MINUS 76' FEET

DIVISION DISTRICT

NEAR OR AT BAXTER SPRINGS TOWN

CHEROKEE COUNTY STATE OF KANSAS

GRADE OF CONSTRUCTION

F-66590

THIS AGREEMENT, entered into, in duplicate, this 15th day of October, 1965, between
ST. LOUIS-SAN FRANCISCO RAILWAY COMPANY, hereinafter called "Frisco", party of the first part, and City of
Galena, hereinafter called "Licensee", party of the second part, the term
"Licensee" wherever herein used referring to and meaning each and every party of the second part hereto; WITNESSETH:

Frisco, in consideration of the covenants and agreements hereinafter contained to be kept and performed by Licensee, hereby grants
permission to Licensee to excavate for, lay, construct, maintain, repair and operate One (6) Inch Water
pipe line (hereinafter referred to as "pipe line") under the right of way and tracks of Frisco, at or near Galena
Cherokee County, Kansas, at the following described location:

20 ft. east of centerline of Jefferson Street

The aforesaid grant is made by Frisco and accepted by Licensee upon and subject to the following conditions:

1. Licensee shall pay to Frisco an initial charge of Twenty-five Dollars (\$25.00) and, annually in advance, a rental fee of Ten Dollars (\$ 10.00), promptly upon presentation of bill therefor.
2. Licensee (or Licensee's contractor) shall lay, construct and maintain said pipe line in strict accordance with the current specifications of the American Railway Engineering Association, copies of which may be obtained from the American Railway Engineering Association, 59 E. Van Buren, Chicago, Ill. 60605.
3. Licensee (or Licensee's contractor) shall, at Licensee's expense, do all work of excavating for, laying, constructing, maintaining, repairing and operating said pipe line at such times and in such manner as not to interfere with, endanger or obstruct the roadbed, tracks or right of way of Frisco or the operation of its railroad. All work done hereunder by Licensee (or Licensee's contractor) shall be under the direction and subject to the inspection and approval of Frisco's Chief Engineer, or other authorized representative, who shall have full authority to direct the time and manner of doing the work and require the same to be done as he directs; and if Licensee (or Licensee's contractor) fails or refuses to comply with his directions, said Chief Engineer, or other authorized representative, may stop the work altogether.
4. If Frisco shall at any time change the grade of said right of way or tracks, or change the location of any tracks, improvements, facilities, structures or appurtenances now or hereafter located upon said right of way, or construct or cause or allow to be constructed any additional tracks, improvements, facilities, structures or appurtenances upon said right of way, and shall not terminate this agreement on account thereof, Licensee shall thereupon, at Licensee's sole cost and expense, change the grade or location of and reconstruct said pipe line in a manner prescribed by Frisco's Chief Engineer or other authorized representative.
5. Licensee shall pay to Frisco, promptly upon rendition of bill therefor, all costs and expenses of every kind and character incurred by Frisco, incidental to any work done, or to be done, by Licensee (or Licensee's contractor) under the terms of this agreement or which, under the terms hereof, are to be borne by Licensee. Such costs and expenses shall include, but not be limited to, costs of labor, traveling expenses, material, freight charges on material, applicable percentages for vacation allowances and paid holidays, health and welfare benefits, and payroll and sales taxes, plus ten per cent (10%) to cover accounting, use of tools and general overhead.
6. Licensee, as a further consideration for the aforesaid grant, hereby agrees to indemnify and save harmless Frisco from any and all claims, demands, causes of action, damages, judgments, costs, attorney's fees and expenses (a) that Frisco may sustain, incur or become liable for on account of loss or destruction of or damage to property whatsoever and death of or injury to persons whomsoever and (b) all loss or destruction of or damage to said pipe line and all other property of Licensee, growing out of excavating for, laying, constructing, reconstructing, maintaining, operating, repairing or removing of said pipe line, or the failure of Licensee (or Licensee's contractor) to comply fully with Licensee's obligations hereunder, and whether caused by negligence of Frisco, its agents, servants or employees, or otherwise.
7. If either party hereto shall violate, continuously or otherwise, any of the terms of this agreement binding upon it, the other party hereto shall thereby be deemed neither to have waived nor relinquished any such term of this agreement nor to have acquiesced in such violation thereof, unless the other party shall expressly consent thereto in writing.
8. Either party may terminate this agreement by giving to the other party thirty (30) days' written notice of intention so to do. Upon any termination of this agreement, Licensee shall, at its sole cost and expense, within ten (10) days thereafter remove said pipe line from under said right of way and tracks and restore the same to a condition satisfactory to Frisco, and if Licensee shall fail so to do, Frisco shall have the right to make such removal and restoration at the expense of Licensee. No termination of this agreement shall release Licensee from any liability or obligation that may have been incurred by or that may have accrued against Licensee hereunder during the term hereof.
9. This agreement shall bind and inure to the benefit of the successors and assigns of Frisco and the successors, heirs, executors, administrators and assigns of Licensee; provided that Licensee shall have no right to assign or transfer this agreement without first obtaining the written consent of Frisco.

IN WITNESS WHEREOF, the parties hereto have executed this agreement the day and year first above written.

Deletions in Paragraph One made prior to execution. ST. LOUIS-SAN FRANCISCO RAILWAY COMPANY

ATTEST:

By

A. H. Franck
Division Manager.

Larry L. Chenneth, City Clerk
Secretary

WITNESS: (If not a corporation)

CITY OF GALENA.

By: Arthur Walter Weller

Title: Mayor

ATTEST: (If a corporation)

Secretary

MINUTES OF THE MEETING OF THE CITY COUNCIL, GALENA, KANSAS, JUNE 20, 1967

The council of the city of Galena met in regular session in the council chamber at the city hall at 8 p.m., June 20, 1967.

Present: Councilmen Piercefield, Watkins, Barker, Cure, Kitch, Karr, and Pittman.

Absent: None.

Presiding: Mayor Frank P. Dillon.

Present also: City Marshall Hamlin, Superintendent of Public Works Roberts, City Attorney Yount, and City Clerk Chesnutt. (Correction of attendance approved June 30, 1967.)

Invocation: Mayor Dillon.

Councilman Watkins moved, seconded by Councilman Piercefield, that the Council dispense with the reading of the minutes and accept same as presented by copy to the Governing Body. Motion carried viva voce.

Following discussion of the need for tires for the police car, Councilman Piercefield moved, seconded by Watkins, to purchase the necessary tires at a price not to exceed \$233.65 and said purchase to be charged to the Police Revolving Fund. Motion carried on roll call vote as follows: Yeas - Piercefield, Watkins, Barker, Cure, Kitch, Karr, and Pittman.

Councilman Piercefield moved, seconded by Watkins, that the Police Department purchase uniforms for patrolman at a cost of \$267.67 and costs be defrayed from the Police Revolving Fund. Motion carried on roll call vote - Yeas - Piercefield, Watkins, Barker, Cure, Kitch, Karr, and Pittman.

Councilman Piercefield moved, seconded by Watkins, that the Police Department buy badges for the department not to exceed \$50. On roll call the vote was: Yeas - Piercefield, Watkins, Barker, Cure, Kitch, Karr, and Pittman. Motion carried.

Councilman Piercefield moved, seconded by Watkins, that the Police Department purchase two (2) @ 8.00 each, lens for the patrol car and total cost not to exceed \$16 and funds from the Police Revolving Fund be used for buying the lens. Motion carried on roll call vote as follows: Yeas - Piercefield, Watkins, Barker, Cure, Kitch, Karr, and Pittman.

Councilman Piercefield moved, seconded by Watkins, that a pair of binoculars not to exceed a cost of \$28 be purchased for use within the Police Department and costs be charged to the Police Revolving Fund. Motion carried on roll call vote as follows: Yeas - Piercefield, Watkins, Barker, Cure, Kitch, Karr, and Pittman.

Councilman Barker moved, seconded by Watkins, that Vernon Hayes be hired for summer work within the Water Department. Motion carried viva voce.

Councilman Barker moved, seconded by Pittman, that the Water Department purchase four (4) tires @ 45.00 ea., total cost - \$180. Motion carried on roll call vote as follows: Yeas - Piercefield, Watkins, Barker, Cure, Kitch, Karr, and Pittman.

Following discussion for the need of a tire changer within the Water Department, Councilman Barker moved, seconded by Pittman, that same be purchased at a cost of \$119. Motion carried on roll call vote as follows: Piercefield, Watkins, Barker, Cure, Kitch, Karr, and Pittman.

Councilman Karr moved, seconded by Pittman, that Pat Bullard, Cemetery Sexton, be allowed one-week vacation, period ending July 12, 1967, and one week's pay in lieu of the second week of vacation allowed. Motion carried viva voce.

Councilman Watkins moved, seconded by Piercefield, that the Service Committee be granted authority to purchase whatever signs they deemed necessary to be placed within the city limits. Motion carried on roll call vote as follows: Yeas - Piercefield, Watkins, Barker, Cure, Kitch, Karr, and Pittman.

Councilman Karr advised the Council of the need of floor protection within the Bath Houses at the Galena Swimming Pool; the hot water tanks at the Swimming Pool lack of guard protection; more lighting was required over the doorways of the concession stand; George Lewis' lens (1) had been broken at the Swimming Pool due to the negligence of handling of clothing basket and that Mr. Lewis had been assured that the city would replace same. Councilman Watkins moved, seconded by Councilman Piercefield, that the Service Committee be granted the authority to make the necessary purchase to cover the foregoing matters. Motion carried by a show of hands.

Councilman Piercefield moved, seconded by Councilman Cure, that the Police Department advise the public by publication within the official newspaper that hereafter enforcement of restrictions on restricted license holders would be adhered to more fully, that parents should be alerted that this law would be seriously considered and that it applied to drivers of motor scooters, motor bikes as well as any other gasoline driven vehicle. Motion carried on a show of hands.

Councilman Watkins moved, seconded by Pittman, that the General Service Committee be allowed to hire Rose Marie Fox as swimming instructor in conjunction with a Red Cross Program, also to be sponsored by local business men, and that details of the program to be handled by the Committee. Motion carried on roll call vote as follows: Piercefield, Watkins, Barker, Cure, Kitch, Karr, Pittman voting Yes.

Councilman Barker moved, seconded by Piercefield, that a tire changer be purchased from the Water Fund that same had been approved earlier but the motion had not indicated the fund to be charged for the purchase. Motion carried by a show of hands.

Mr. Frank Speck, Superintendent of Cemeteries, discussed at length the need for mowing the cemeteries at this time and motors for the mowers. Councilman Karr moved, seconded by Cure, that five (5) 3½ h.p. motors be purchased to be used on the cemetery mowers @ 35.33 out of the Noxious Weed Fund. Motion carried on a unanimous roll call vote as follows: Yeas - Piercefield, Watkins, Barker, Cure, Kitch, Karr, and Pittman.

Councilman Piercefield moved, seconded by Watkins, that a charge of .25 for the first copy and .05 for the next five (5) copies be allowed as a service to the public to defray the cost of operating the copying machine. Motion carried by a show of hands.

Councilman Karr introduced an Ordinance relating to an increase in the salary of the office of city treasurer and amending and repealing sections of those ordinances in conflict therewith and numbered 834. Councilman Karr moved, seconded by Piercefield, that the foregoing ordinance be adopted and placed on roll call vote. Motion carried as follows: Yeas - Piercefield, Watkins, Barker, Cure, Kitch, Karr, and Pittman.

Mayor Dillon appointed John McGaugh as temporary patrolman. Piercefield moved, seconded by Karr, that Mayor Dillon's appointment be confirmed by the Governing Body on roll call vote. Motion carried on roll call vote as follows: Yeas - Piercefield, Watkins, Barker, Cure, Kitch, and Karr. Nays - Pittman.

Councilman Watkins introduced an appropriation ordinance to pay claims numbered 527. The meeting being public, the ordinance was considered, and on roll call the vote was: Yeas - Piercefield, Watkins, Barker, Cure, Kitch, and Karr.

Councilman Pittman introduced the following resolution:

WHEREAS, the clerk's records are not available at this time covering the proposal and approval of the Governing Body to enter into contract with the St. Louis-San Francisco Railway Company, covering one (1) six inch (6") water line twenty feet (20') east of center line of Jefferson Street, Galena, Kansas;

BE IT RESOLVED, that the contract dated October 15, 1965, covering the aforementioned water line, executed by Arthur Milton Moeller, Mayor, in behalf of the City of Galena on April 10, 1967, is hereby confirmed and approved.

Councilman Pittman moved seconded by Councilman Barker, that the resolution covering a water line contract with St. Louis-San Francisco Railway Company be approved and adopted by the Governing Body. Motion carried on roll call vote as follows: Yeas - Piercefield, Watkins, Barker, Cure, Kitch, and Karr. Nays - None. (Foregoing corrected for omission 6-20-67)

Councilman Cure introduced an ordinance relating to meetings of the Governing Body of the City of Galena, Kansas; fixing the time for regular meetings; adjourned meetings; and special meetings; and setting forth a form for the call for special meetings of the said governing body; and repealing Ordinance No. 1-101, Revised Ordinances Of The City of Galena, Kansas, 1951. Following discussion, Councilman Cure moved, seconded by Piercefield, that the foregoing ordinance be adopted and passed by the Governing Body. Motion carried on roll call vote as follows: Yeas - Piercefield, Watkins, Barker, Cure, Kitch, Karr, and Pittman. Nays - None.

Councilman Watkins moved, seconded by Councilman Karr, that the delinquent water bills be handled by the Council as a Committee as a whole and that action be taken within Committee. Motion carried by a show of hands.

Councilman Watkins introduced the following resolution and moved its adoption:

A RESOLUTION APPROVING AND ADOPTING THE WORKABLE PROGRAM FOR THE CITY OF GALENA, KANSAS

BE IT RESOLVED BY THE Mayor and City Council of the City of Galena, Kansas, as follows:

The Mayor and City Council of the City of Galena, Kansas, hereby approve the Workable Program as prepared and submitted for the City of Galena, Kansas, to use as a guide in all future planning activities and to insure a planned, orderly growth for the Community, to assist in the removal of blighted areas, and to assist in providing all Citizens of the City of Galena, Kansas, with decent, safe and sanitary homes.

Councilman Piercefield seconded the motion to adopt the Resolution as read and upon roll call the following vote was recorded:

AYES: Piercefield, Watkins, Barker, Cure, Kitch, Karr, and Pittman.

NAYS: None

Thereupon the Resolution was declared duly adopted and passed.

Mayor Dillon appointed Arthur Milton Moeller, Reverend Robert Thomas, Bob Murray, John Schneider, Carl Vogel, and Harold Gilstrap on the Planning and Zoning Committee. For the Citizens Advisory Committee, Mayor Dillon appointed Reverend Charles Walker, Bob Link, Charles Schwartz, Raymond Carlisle, and George Williams. Councilman Watkins moved, seconded by Pittman, that the Mayor's appointments to the Citizens Advisory Committee be approved and confirmed by the Governing Body. Motion carried on roll call vote as follows: Yeas - Piercefield, Watkins, Barker, Cure, Kitch, Karr, and Pittman. Nays - None.

City Attorney Yount introduced an ordinance establishing minimum health and housing standards; providing for an enforcing official; creating a Board

of Housing Appeals; providing for the inspection of dwellings and premises; and for other purposes, which was read by the city clerk in full. The meeting being public, the ordinance was considered, and on roll call the vote was: Yeas - Piercefield, Watkins, Barker, Cure, Kitch, Karr, and Pittman. A statutory majority of the councilmen having voted for passage of the ordinance, it was declared passed and the titled agreed to; the city clerk assigned it No. 836.

As requested by the Mayor, the city clerk read in full an ordinance entitled:

AN ORDINANCE TO PROVIDE FOR PLUMBING INSPECTIONS FOR ALL PLUMBING WHEREVER WATER ORIGINATING FROM THE CITY OF GALENA, KANSAS, WATER SYSTEMS; PROVIDING FOR PLUMBING INSPECTOR; FIXING QUALIFICATIONS OF PLUMBING INSPECTOR OR PLUMBING INSPECTORS; PROVIDING FOR ADOPTION OF THE NATIONAL PLUMBING CODE; FIXING OF WATER SERVICE; REPEALING ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HEREWITH; DECLARING AN EMERGENCY AND FOR OTHER RELATED PURPOSES.

Councilman Pittman moved, seconded by Councilman Karr, that the foregoing ordinance be approved and adopted by the Governing Body. On roll call vote the motion carried as follows: Yeas - Piercefield, Watkins, Barker, Cure, Kitch, Karr, and Pittman. A statutory majority of the councilmen having voted for passage of the ordinance, it was declared passed and the title agreed to; the city clerk assigned it No. 837.

Mr. Robert Hollis, representative of The Kansas State Telephone Company, Inc., introduced a franchise agreement between the said firm and the City of Galena and left same on file with the city clerk in order that the Governing Body could study the contract before taking any action upon it.

Councilman Watkins moved, seconded by Councilman Piercefield, that the meeting be adjourned until June 30, 1967, at 8 o'clock, in the council chambers.

Frank P. Dillon
Mayor

Betty B. Chesnutt
City Clerk

CERTIFICATE

State of Kansas)
County of Cherokee) ss.
City of Galena)

I, Betty B. Chesnutt, city clerk of the city of Galena, Kansas, hereby certify that the above and foregoing is a true and correct copy of the minutes of the meeting of the city council held on June 20, 1967, as the same appears in my office.

In testimony whereof, I have hereunto signed my name and affixed the seal of said city this 27th day of October, 1967.

Betty B. Chesnutt

(SEAL)

FL07384

THIS AGREEMENT, entered into, in duplicate, this 17th day of September, 1968, between
ST. LOUIS-SAN FRANCISCO RAILWAY COMPANY, hereinafter called "Frisco", party of the first part, and City of Galena,
Kansas, hereinafter called "Licensee", party of the second part, the term
"Licensee" wherever herein used referring to and meaning each and every party of the second part hereto; WITNESSETH:

Frisco, in consideration of the covenants and agreements hereinafter contained to be kept and performed by Licensee, hereby grants
permission to Licensee to excavate for, lay, construct, maintain, repair and operate three (3) Sanitary Sewer
pipe line S (hereinafter referred to as "pipe line") under the right of way and tracks of Frisco, at or near Galena
Cherokee County Kansas, at the following described location:

one 6.90 inch line - J&G Main Branch at Mile Pole H-340 minus 825 ft.
one 9.05 inch line - 2727 ft. east of MK&T crossing
one 11.10 inch line - 2000 ft. east of MK&T crossing

The aforesaid grant is made by Frisco and accepted by Licensee upon and subject to the following conditions:

1. Licensee shall pay to Frisco an initial charge of Twenty-five Dollars (\$25.00) ~~and shall pay to Frisco, in advance, a sum of \$100.00 to be used for the purpose of maintaining the pipe line.~~
2. Licensee (or Licensee's contractor) shall lay, construct and maintain said pipe line in strict accordance with the current specifications of the American Railway Engineering Association, 59 E. Van Buren, Chicago, Ill. 60605.
3. Licensee (or Licensee's contractor) shall, at Licensee's expense, do all work of excavating for, laying, constructing, maintaining, repairing and operating said pipe line at such times and in such manner as not to interfere with, endanger or obstruct the roadbed, tracks or right of way of Frisco or the operation of its railroad. All work done hereunder by Licensee (or Licensee's contractor) shall be under the direction and subject to the inspection and approval of Frisco's Chief Engineer, or other authorized representative, who shall have full authority to direct the time and manner of doing the work and require the same to be done as he directs; and if Licensee (or Licensee's contractor) fails or refuses to comply with his directions, said Chief Engineer, or other authorized representative, may stop the work altogether.
4. If Frisco shall at any time change the grade of said right of way or tracks, or change the location of any tracks, improvements, facilities, structures or appurtenances now or hereafter located upon said right of way, or construct or cause or allow to be constructed any additional tracks, improvements, facilities, structures or appurtenances upon said right of way, and shall not terminate this agreement on account thereof, Licensee shall thereupon, at Licensee's sole cost and expense, change the grade or location of and reconstruct said pipe line in a manner prescribed by Frisco's Chief Engineer or other authorized representative.
5. Licensee shall pay to Frisco, promptly upon rendition of bill therefor, all costs and expenses of every kind and character incurred by Frisco, incidental to any work done, or to be done, by Licensee (or Licensee's contractor) under the terms of this agreement or which, under the terms hereof, are to be borne by Licensee. Such costs and expenses shall include, but not be limited to, costs of labor, traveling expenses, material, freight charges on material, applicable percentages for vacation allowances and paid holidays, health and welfare benefits, and payroll and sales taxes, plus ten per cent (10%) to cover accounting, use of tools and general overhead.
6. Licensee, as a further consideration for the aforesaid grant, hereby agrees to indemnify and save harmless Frisco from any and all claims, demands, causes of action, damages, judgments, costs, attorney's fees and expenses (a) that Frisco may sustain, incur or become liable for on account of loss or destruction of or damage to property whatsoever and death of or injury to persons whomsoever and (b) all loss or destruction of or damage to said pipe line and all other property of Licensee, growing out of excavating for, laying, constructing, reconstructing, maintaining, operating, repairing or removing of said pipe line, or the failure of Licensee (or Licensee's contractor) to comply fully with Licensee's obligations hereunder, and whether caused by negligence of Frisco, its agents, servants or employees, or otherwise.
7. If either party hereto shall violate, continuously or otherwise, any of the terms of this agreement binding upon it, the other party hereto shall thereby be deemed neither to have waived nor relinquished any such term of this agreement nor to have acquiesced in such violation thereof, unless the other party shall expressly consent thereto in writing.
8. Either party may terminate this agreement by giving to the other party thirty (30) days' written notice of intention so to do. Upon any termination of this agreement, Licensee shall, at its sole cost and expense, within ten (10) days thereafter remove said pipe line from under said right of way and tracks and restore the same to a condition satisfactory to Frisco, and if Licensee shall fail so to do, Frisco shall have the right to make such removal and restoration at the expense of Licensee. No termination of this agreement shall release Licensee from any liability or obligation that may have been incurred by or that may have accrued against Licensee hereunder during the term hereof.
9. This agreement shall bind and inure to the benefit of the successors and assigns of Frisco and the successors, heirs, executors, administrators and assigns of Licensee; provided that Licensee shall have no right to assign or transfer this agreement without first obtaining the written consent of Frisco.

IN WITNESS WHEREOF, the parties hereto have executed this agreement the day and year first above written.
Portion of Paragraph 1 deleted prior to execution.

ST. LOUIS-SAN FRANCISCO RAILWAY COMPANY

ATTEST:

By

Division Manager

Secretary

CITY OF GALENA, KANSAS

WITNESS: (If not a corporation)

By

Title: MAYOR

ATTEST: (If a corporation)

Fifth and Main Streets
Galena, Kansas 66739

Betty D. Chesnut
Secretary CITY CLERK

MINUTES OF THE GALENA CITY COUNCIL, GALENA, KANSAS, OCTOBER 8, 1968

The council of the city of Galena, Kansas, met in special session in the council chamber at the city hall building, 7:30 o'clock, p.m., October 8, 1968.

Present: Councilmen Tackett, Bogle, Watkins, Barker, Kitch, Brown, and Pittman.

Absent: Councilmen Kaehler, Cure, and Martin.

Presiding: Mayor Frank P. Dillon.

Also present: City Attorney Yount, City Marshal Karr, and Clerk Chesnutt.

Invocation: Mayor Dillon.

Mayor Dillon read the call for special meeting of the governing body and stated the object of said meeting being details pertaining to sewer construction and signed by Councilmen Frank Tackett, Bob Brown, and Bill Pittman.

...Councilman Bogle introduced the following resolution:

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF GALENA, KANSAS, that the City of Galena enter into a pipeline contract, copy of which is attached hereto and made a part hereof, marked Exhibit "A", with the St. Louis-San Francisco Railway Company commonly called the Frisco, for the purpose of laying and constructing, maintaining, repairing and operating three (3) sanitary sewer pipelines commonly referred to as pipelines, under the right-of-way and tracks of the Frisco at or near Galena, Cherokee County, Kansas, at the following described locations:

one 6.90 inch line - J&G Main Branch at Mile Pole
H-340 minus 825 ft.
one 9.05 inch line - 2727 ft. east of MK&T crossing
one 11.10 inch line - 2000 ft. east of MK&T crossing.

Be it further resolved that a draft in the amount of Twenty-five Dollars (\$25.00), covering initial fee of excavation and execution of said contract, be forwarded to St. Louis-San Francisco Railway Company, together with said contract properly executed by the City of Galena, Kansas.

It is further resolved that the Mayor, Frank P. Dillon, and the City Clerk, Betty B. Chesnutt, sign and attest said contract as provided by law in such cases.

Dated at Galena, Kansas, this 8th day of October, 1968.

Councilman Bogle moved, seconded by Councilman Pittman, that the aforementioned resolution be adopted by roll call vote. On roll call the vote was as follows: Yeas - Councilmen Tackett, Bogle, Watkins, Barker, Kitch, Brown, and Pittman. Nays - None. Passage of the motion was declared by Mayor Dillon...

CERTIFICATE

STATE OF KANSAS)
COUNTY OF CHEROKEE) ss.
CITY OF GALENA)

I hereby certify that the foregoing is a true and correct copy of the original resolution; that said resolution was passed on the 8th day of October, 1968; that the record of the final vote on its passage is found in Journal 11 as it appears in my office.

(SEAL)

Betty B. Chesnutt
City Clerk

F 68318

THIS AGREEMENT, entered into, in duplicate, this 14th day of March, 1969, between
ST. LOUIS-SAN FRANCISCO RAILWAY COMPANY, hereinafter called "Frisco", party of the first part, and Rural Water District
No. 1, Cherokee County, Kansas, hereinafter called "Licensee", party of the second part, the term
"Licensee" wherever herein used referring to and meaning each and every party of the second part hereto; WITNESSETH:

Frisco, in consideration of the covenants and agreements hereinafter contained to be kept and performed by Licensee, hereby grants
permission to Licensee to excavate for, lay, construct, maintain, repair and operate one 2.375 in. O.D. Water
pipe line (hereinafter referred to as "pipe line") under the right of way and tracks of Frisco, at or near Crestline,
Cherokee County, Kansas, at the following described location:

Mile Post F-333 minus 50 ft.

The aforesaid grant is made by Frisco and accepted by Licensee upon and subject to the following conditions:

1. Licensee shall pay to Frisco an initial charge of Twenty-five Dollars (\$25.00) and, annually in advance, a rental fee of
Ten Dollars (\$ 10.00), promptly upon presentation of bill therefor.
2. Licensee (or Licensee's contractor) shall lay, construct and maintain said pipe line in strict accordance with the
current specifications of the American Railway Engineering Association, copies of which may be obtained from the American
Railway Engineering Association, 59 E. Van Buren, Chicago, Ill. 60605.
3. Licensee (or Licensee's contractor) shall, at Licensee's expense, do all work of excavating for, laying, constructing, maintaining,
repairing and operating said pipe line at such times and in such manner as not to interfere with, endanger or obstruct the roadbed, tracks or
right of way of Frisco or the operation of its railroad. All work done hereunder by Licensee (or Licensee's contractor) shall be under the
direction and subject to the inspection and approval of Frisco's Chief Engineer, or other authorized representative, who shall have full
authority to direct the time and manner of doing the work and require the same to be done as he directs; and if Licensee (or Licensee's con-
tractor) fails or refuses to comply with his directions, said Chief Engineer, or other authorized representative, may stop the work altogether.
4. If Frisco shall at any time change the grade of said right of way or tracks, or change the location of any tracks, improvements,
facilities, structures or appurtenances now or hereafter located upon said right of way, or construct or cause or allow to be constructed any
additional tracks, improvements, facilities, structures or appurtenances upon said right of way, and shall not terminate this agreement on
account thereof, Licensee shall thereupon, at Licensee's sole cost and expense, change the grade or location of and reconstruct said pipe
line in a manner prescribed by Frisco's Chief Engineer or other authorized representative.
5. Licensee shall pay to Frisco, promptly upon rendition of bill therefor, all costs and expenses of every kind and character in-
curred by Frisco, incidental to any work done, or to be done, by Licensee (or Licensee's contractor) under the terms of this agreement or
which, under the terms hereof, are to be borne by Licensee. Such costs and expenses shall include, but not be limited to, costs of labor,
traveling expenses, material, freight charges on material, applicable percentages for vacation allowances and paid holidays, health and wel-
fare benefits, and payroll and sales taxes, plus ten per cent (10%) to cover accounting, use of tools and general overhead.
6. Licensee, as a further consideration for the aforesaid grant, hereby agrees to indemnify and save harmless Frisco from any and
all claims, demands, causes of action, damages, judgments, costs, attorney's fees and expenses (a) that Frisco may sustain, incur or become
liable for on account of loss or destruction of or damage to property whatsoever and death of or injury to persons whomsoever and (b) all loss
or destruction of or damage to said pipe line and all other property of Licensee, growing out of excavating for, laying, constructing, recon-
structing, maintaining, operating, repairing or removing of said pipe line, or the failure of Licensee (or Licensee's contractor) to comply fully
with Licensee's obligations hereunder, and whether caused by negligence of Frisco, its agents, servants or employees, or otherwise.
7. If either party hereto shall violate, continuously or otherwise, any of the terms of this agreement binding upon it, the other party
hereto shall thereby be deemed neither to have waived nor relinquished any such term of this agreement nor to have acquiesced in such vio-
lation thereof, unless the other party shall expressly consent thereto in writing.
8. Either party may terminate this agreement by giving to the other party thirty (30) days' written notice of intention so to do. Upon
any termination of this agreement, Licensee shall, at its sole cost and expense, within ten (10) days thereafter remove said pipe line from
under said right of way and tracks and restore the same to a condition satisfactory to Frisco, and if Licensee shall fail so to do, Frisco shall
have the right to make such removal and restoration at the expense of Licensee. No termination of this agreement shall release Licensee
from any liability or obligation that may have been incurred by or that may have accrued against Licensee hereunder during the term hereof.
9. This agreement shall bind and inure to the benefit of the successors and assigns of Frisco and the successors, heirs, executors,
administrators and assigns of Licensee; provided that Licensee shall have no right to assign or transfer this agreement without first obtaining
the written consent of Frisco.

IN WITNESS WHEREOF, the parties hereto have executed this agreement the day and year first above written.

ST. LOUIS-SAN FRANCISCO RAILWAY COMPANY

ATTEST:

By

Division Manager

Secretary

RURAL WATER DISTRICT NO. 1
Cherokee County, Kansas

WITNESS: (If not a corporation)

By:

Title:

Crestline, Kansas 66728

ATTEST: (If a corporation)

Secretary

F-70087

THIS AGREEMENT, entered into, in duplicate, this 17th day of February, 1971, between
ST. LOUIS-SAN FRANCISCO RAILWAY COMPANY, hereinafter called "Frisco", party of the first part, and CITY OF BAXTER
SPRINGS, KANSAS, hereinafter called "Licensee", party of the second part, the term
"Licensee" wherever herein used referring to and meaning each and every party of the second part hereto; WITNESSETH:

Frisco, in consideration of the covenants and agreements hereinafter contained to be kept and performed by Licensee, hereby grants
permission to Licensee to excavate for, lay, construct, maintain, repair and operate one 8" water
pipe line (hereinafter referred to as "pipe line") under the right of way and tracks of Frisco, at or near Baxter Springs
Cherokee County, Kansas, at the following described location:

MP H-347 plus 15½ poles

The aforesaid grant is made by Frisco and accepted by Licensee upon and subject to the following conditions:

1. Licensee shall pay to Frisco an initial charge of Twenty-five Dollars (\$25.00) and, annually in advance, a rental fee of Ten Dollars * * * * * Dollars (\$ 10.00), promptly upon presentation of bill therefor.
2. Licensee (or Licensee's contractor) shall lay, construct and maintain said pipe line in strict accordance with the current specifications of the American Railway Engineering Association, copies of which may be obtained from the American Railway Engineering Association, 59 E. Van Buren, Chicago, Ill. 60605.
3. Licensee (or Licensee's contractor) shall, at Licensee's expense, do all work of excavating for, laying, constructing, maintaining, repairing and operating said pipe line at such times and in such manner as not to interfere with, endanger or obstruct the roadbed, tracks or right of way of Frisco or the operation of its railroad. All work done hereunder by Licensee (or Licensee's contractor) shall be under the direction and subject to the inspection and approval of Frisco's Chief Engineer, or other authorized representative, who shall have full authority to direct the time and manner of doing the work and require the same to be done as he directs; and if Licensee (or Licensee's contractor) fails or refuses to comply with his directions, said Chief Engineer, or other authorized representative, may stop the work altogether.
4. If Frisco shall at any time change the grade of said right of way or tracks, or change the location of any tracks, improvements, facilities, structures or appurtenances now or hereafter located upon said right of way, or construct or cause or allow to be constructed any additional tracks, improvements, facilities, structures or appurtenances upon said right of way, and shall not terminate this agreement on account thereof, Licensee shall thereupon, at Licensee's sole cost and expense, change the grade or location of and reconstruct said pipe line in a manner prescribed by Frisco's Chief Engineer or other authorized representative.
5. Licensee shall pay to Frisco, promptly upon rendition of bill therefor, all costs and expenses of every kind and character incurred by Frisco, incidental to any work done, or to be done, by Licensee (or Licensee's contractor) under the terms of this agreement or which, under the terms hereof, are to be borne by Licensee. Such costs and expenses shall include, but not be limited to, costs of labor, traveling expenses, material, freight charges on material, applicable percentages for vacation allowances and paid holidays, health and welfare benefits, and payroll and sales taxes, plus ten per cent (10%) to cover accounting, use of tools and general overhead.
6. Licensee, as a further consideration for the aforesaid grant, hereby agrees to indemnify and save harmless Frisco from any and all claims, demands, causes of action, damages, judgments, costs, attorney's fees and expenses (a) that Frisco may sustain, incur or become liable for on account of loss or destruction of or damage to property whatsoever and death of or injury to persons whomsoever and (b) all loss or destruction of or damage to said pipe line and all other property of Licensee, growing out of excavating for, laying, constructing, reconstructing, maintaining, operating, repairing or removing of said pipe line, or the failure of Licensee (or Licensee's contractor) to comply fully with Licensee's obligations hereunder, and whether caused by negligence of Frisco, its agents, servants or employees, or otherwise.
7. If either party hereto shall violate, continuously or otherwise, any of the terms of this agreement binding upon it, the other party hereto shall thereby be deemed neither to have waived nor relinquished any such term of this agreement nor to have acquiesced in such violation thereof, unless the other party shall expressly consent thereto in writing.
8. Either party may terminate this agreement by giving to the other party thirty (30) days' written notice of intention so to do. Upon any termination of this agreement, Licensee shall, at its sole cost and expense, within ten (10) days thereafter remove said pipe line from under said right of way and tracks and restore the same to a condition satisfactory to Frisco, and if Licensee shall fail so to do, Frisco shall have the right to make such removal and restoration at the expense of Licensee. No termination of this agreement shall release Licensee from any liability or obligation that may have been incurred by or that may have accrued against Licensee hereunder during the term hereof.
9. This agreement shall bind and inure to the benefit of the successors and assigns of Frisco and the successors, heirs, executors, administrators and assigns of Licensee; provided that Licensee shall have no right to assign or transfer this agreement without first obtaining the written consent of Frisco.

IN WITNESS WHEREOF, the parties hereto have executed this agreement the day and year first above written.

ST. LOUIS-SAN FRANCISCO RAILWAY COMPANY

ATTEST:

By

Division Manager

Secretary

CITY OF BAXTER SPRINGS, KANSAS

WITNESS: (If not a corporation)

By: Tom Glabbe

Title: Mayor

ATTEST: (If a corporation)

Luella Roberts
Secretary City Clerk

F-

RESOLUTION

No. 489

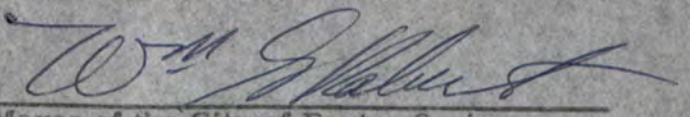
WHEREAS, the City of Baxter Springs, Kansas, is building an eight inch water pipeline from the new well located north of the city limits; and

WHEREAS, said water line will cross and pass under right of way belonging to the St. Louis - San Francisco Railway Company; and

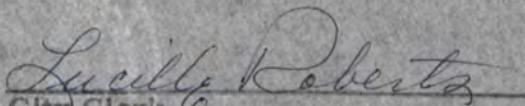
WHEREAS, said railway company requires an initial charge of \$25.00 and an annual rental fee in advance in the sum of \$10.00.

NOW, THEREFORE, It is hereby resolved by the Governing Body of the City of Baxter Springs, Kansas, that there shall be paid unto the St. Louis - San Francisco Railway Company an initial charge of \$25.00 as and for the right to cross right of way belonging to said railway company and that there shall be paid hereafter in advance an annual rental fee in the sum of \$10.00.

Passed and approved by the Governing Body of the City of Baxter Springs, Kansas, this 14th day of September, 1971.


Mayor of the City of Baxter Springs,
Kansas

ATTEST:


City Clerk

(Seal)

F 72651

THIS AGREEMENT, entered into, in duplicate, this 16th day of April, 19 74, between ST. LOUIS-SAN FRANCISCO RAILWAY COMPANY, hereinafter called "Frisco", party of the first part, and Board of County Commissioners, Cherokee County, Ks hereinafter called "Licensee", party of the second part, the term "Licensee" wherever herein used referring to and meaning each and every party of the second part hereto; WITNESSETH:

Frisco, in consideration of the covenants and agreements hereinafter contained to be kept and performed by Licensee, hereby grants permission to Licensee to excavate for, lay, construct, maintain, repair and operate (1) 8" Sewer pipe line (hereinafter referred to as "pipe line") under the right of way and tracks of Frisco, at or near Riverton Cherokee County Kansas, at the following described location:
(one) 8" Sewer Line - 1335 ft. east Bridge H-344.3

The aforesaid grant is made by Frisco and accepted by Licensee upon and subject to the following conditions:

1. Licensee shall pay to Frisco an initial charge of Twenty-five Dollars (\$25.00) and, annually in advance, a rental fee of Ten and no/100 Dollars (\$ 10.00), promptly upon presentation of bill therefor.
2. Licensee (or Licensee's contractor) shall lay, construct and maintain said pipe line in strict accordance with the current specifications of the American Railway Engineering Association, 59 E. Van Buren, Chicago, Ill. 60605.
3. Licensee (or Licensee's contractor) shall, at Licensee's expense, do all work of excavating for, laying, constructing, maintaining, repairing and operating said pipe line at such times and in such manner as not to interfere with, endanger or obstruct the roadbed, tracks or right of way of Frisco or the operation of its railroad. All work done hereunder by Licensee (or Licensee's contractor) shall be under the direction and subject to the inspection and approval of Frisco's Chief Engineer, or other authorized representative, who shall have full authority to direct the time and manner of doing the work and require the same to be done as he directs; and if Licensee (or Licensee's contractor) fails or refuses to comply with his directions, said Chief Engineer, or other authorized representative, may stop the work altogether.
4. If Frisco shall at any time change the grade of said right of way or tracks, or change the location of any tracks, improvements, facilities, structures or appurtenances now or hereafter located upon said right of way, or construct or cause or allow to be constructed any additional tracks, improvements, facilities, structures or appurtenances upon said right of way, and shall not terminate this agreement on account thereof, Licensee shall thereupon, at Licensee's sole cost and expense, change the grade or location of and reconstruct said pipe line in a manner prescribed by Frisco's Chief Engineer or other authorized representative.
5. Licensee shall pay to Frisco, promptly upon rendition of bill therefor, all costs and expenses of every kind and character incurred by Frisco, incidental to any work done, or to be done, by Licensee (or Licensee's contractor) under the terms of this agreement or which, under the terms hereof, are to be borne by Licensee. Such costs and expenses shall include, but not be limited to, costs of labor, traveling expenses, material, freight charges on material, applicable percentages for vacation allowances and paid holidays, health and welfare benefits, and payroll and sales taxes, plus ten per cent (10%) to cover accounting, use of tools and general overhead.
6. Licensee, as a further consideration for the aforesaid grant, hereby agrees to indemnify and save harmless Frisco from any and all claims, demands, causes of action, damages, judgments, costs, attorney's fees and expenses (a) that Frisco may sustain, incur or become liable for on account of loss or destruction of or damage to property whatsoever and death of or injury to persons whomsoever and (b) all loss or destruction of or damage to said pipe line and all other property of Licensee, growing out of excavating for, laying, constructing, reconstructing, maintaining, operating, repairing or removing of said pipe line, or the failure of Licensee (or Licensee's contractor) to comply fully with Licensee's obligations hereunder, and whether caused by negligence of Frisco, its agents, servants or employees, or otherwise.
7. If either party hereto shall violate, continuously or otherwise, any of the terms of this agreement binding upon it, the other party hereto shall thereby be deemed neither to have waived nor relinquished any such term of this agreement nor to have acquiesced in such violation thereof, unless the other party shall expressly consent thereto in writing.
8. Either party may terminate this agreement by giving to the other party thirty (30) days' written notice of intention so to do. Upon any termination of this agreement, Licensee shall, at its sole cost and expense, within ten (10) days thereafter remove said pipe line from under said right of way and tracks and restore the same to a condition satisfactory to Frisco, and if Licensee shall fail so to do, Frisco shall have the right to make such removal and restoration at the expense of Licensee. No termination of this agreement shall release Licensee from any liability or obligation that may have been incurred by or that may have accrued against Licensee hereunder during the term hereof.
9. This agreement shall bind and inure to the benefit of the successors and assigns of Frisco and the successors, heirs, executors, administrators and assigns of Licensee; provided that Licensee shall have no right to assign or transfer this agreement without first obtaining the written consent of Frisco.

IN WITNESS WHEREOF, the parties hereto have executed this agreement the day and year first above written.

ST. LOUIS-SAN FRANCISCO RAILWAY COMPANY

ATTEST:

Maurice Lopez
Secretary

By

[Signature]
Superintendent
Division ~~Master~~

WITNESS: (If not a corporation)

Orville E. McChaffy

Board of County Commissioners
Cherokee County, Kansas

By

Lloyd Kitch, Sr.
Title: Board Chairman

ATTEST: (If a corporation)

Secretary

PIPE LINE CONTRACT

Form MW-1
Rev. Sept. 1974

F 74216

THIS AGREEMENT, entered into, in duplicate, this 24th day of November, 19 75, between ST. LOUIS-SAN FRANCISCO RAILWAY COMPANY, hereinafter called "Frisco", party of the first part, and City of Galena, Kansas, hereinafter called "Licensee", party of the second part, the term "Licensee" wherever herein used referring to and meaning each and every party of the second part hereto; WITNESSETH:

Frisco, in consideration of the covenants and agreements hereinafter contained to be kept and performed by Licensee, hereby grants permission to Licensee to excavate for, lay, construct, maintain, repair and operate (1) 4 inch water pipe line (hereinafter referred to as "pipe line") under the right of way and tracks of Frisco, at or near Galena Cherokee County, Kansas, at the following described location:
4 inch water at MP H-339 + 885 feet.

The aforesaid grant is made by Frisco and accepted by Licensee upon and subject to the following conditions:

1. Licensee shall pay to Frisco an initial charge of Fifty and no/100 Dollars (\$ 50.00), ~~and shall pay to Frisco an initial charge of \$50.00 per foot of pipe line for the first 100 feet and thereafter at the rate of \$1.00 per foot for each additional 100 feet.~~
2. Licensee (or Licensee's contractor) shall lay, construct and maintain said pipe line in strict accordance with the current specifications of the American Railway Engineering Association, copies of which may be obtained from the American Railway Engineering Association, 59 E. Van Buren, Chicago, Ill. 60605.
3. Licensee (or Licensee's contractor) shall, at Licensee's expense, do all work of excavating for, laying, constructing, maintaining, repairing and operating said pipe line at such times and in such manner as not to interfere with, endanger or obstruct the roadbed, tracks or right of way of Frisco or the operation of its railroad. All work done hereunder by Licensee (or Licensee's contractor) shall be under the direction and subject to the inspection and approval of Frisco's Chief Engineer, or other authorized representative, who shall have full authority to direct the time and manner of doing the work and require the same to be done as he directs; and if Licensee (or Licensee's contractor) fails or refuses to comply with his directions, said Chief Engineer, or other authorized representative, may stop the work altogether.
4. If Frisco shall at any time change the grade of said right of way or tracks, or change the location of any tracks, improvements, facilities, structures or appurtenances now or hereafter located upon said right of way, or construct or cause or allow to be constructed any additional tracks, improvements, facilities, structures or appurtenances upon said right of way, and shall not terminate this agreement on account thereof, Licensee shall thereupon, at Licensee's sole cost and expense, change the grade or location of and reconstruct said pipe line in a manner prescribed by Frisco's Chief Engineer or other authorized representative.
5. Licensee shall pay to Frisco, promptly upon rendition of bill therefor, all costs and expenses of every kind and character incurred by Frisco, incidental to any work done, or to be done, by Licensee (or Licensee's contractor) under the terms of this agreement or which, under the terms hereof, are to be borne by Licensee. Such costs and expenses shall include, but not be limited to, costs of labor, traveling expenses, material, freight charges on material, applicable percentages for vacation allowances and paid holidays, health and welfare benefits, and payroll and sales taxes, plus ten per cent (10%) to cover accounting, use of tools and general overhead.
6. Licensee, as a further consideration for the aforesaid grant, hereby agrees to indemnify and save harmless Frisco from any and all claims, demands, causes of action, damages, judgments, costs, attorney's fees and expenses (a) that Frisco may sustain, incur or become liable for on account of loss or destruction of or damage to property whatsoever and death of or injury to persons whomsoever and (b) all loss or destruction of or damage to said pipe line and all other property of Licensee, growing out of excavating for, laying, constructing, reconstructing, maintaining, operating, repairing or removing of said pipe line, or the failure of Licensee (or Licensee's contractor) to comply fully with Licensee's obligations hereunder, and whether caused by negligence of Frisco, its agents, servants or employees, or otherwise.
7. If either party hereto shall violate, continuously or otherwise, any of the terms of this agreement binding upon it, the other party hereto shall thereby be deemed neither to have waived nor relinquished any such term of this agreement nor to have acquiesced in such violation thereof, unless the other party shall expressly consent thereto in writing.
8. Either party may terminate this agreement by giving to the other party thirty (30) days' written notice of intention so to do. Upon any termination of this agreement, Licensee shall, at its sole cost and expense, within ten (10) days thereafter remove said pipe line from under said right of way and tracks and restore the same to a condition satisfactory to Frisco, and if Licensee shall fail so to do, Frisco shall have the right to make such removal and restoration at the expense of Licensee. No termination of this agreement shall release Licensee from any liability or obligation that may have been incurred by or that may have accrued against Licensee hereunder during the term hereof.
9. This agreement shall bind and inure to the benefit of the successors and assigns of Frisco and the successors, heirs, executors, administrators and assigns of Licensee; provided that Licensee shall have no right to assign or transfer this agreement without first obtaining the written consent of Frisco.

IN WITNESS WHEREOF, the parties hereto have executed this agreement the day and year first above written.

Portion of paragraph 1 deleted prior to execution ST. LOUIS-SAN FRANCISCO RAILWAY COMPANY

ATTEST:

By

Jack La Turner
Secretary CITY CLERK

[Signature]
Division Superintendent

WITNESS: (If not a corporation)

City of Galena, Kansas

ATTEST: (If a corporation)

By: Jack N. Murray
Title: Mayor

Secretary


RESOLUTION

WHEREAS, on the 2nd day of December, 1975, the Galena City Council in meeting duly assembled, did by resolution authorize Jack N. Murray, Mayor, to execute a pipe line contract dated November 24, 1975, between the St. Louis-San Francisco Railway Company, party of the first part and the City of Galena, licensee, party of the second part, whereby party of the first part, for an initial charge of Fifty Dollars (\$50.00) to be paid from Community Development Block Grant, grants permission to license, to excavate for, lay, construct, maintain, repair and operate one (1) four inch water pipe line under the right-of-way and tracks of Frisco, at or near Galena, Cherokee County, Kansas, at the following described location, to-wit:

4 inch water at M.P. H-339 + 885 feet.

NOW, therefore, be it resolved that Jack N. Murray, acting in his capacity as mayor of the City of Galena, Kansas, be authorized to execute the contract as herein set forth, and that the initial charge of \$50.00 be paid from the Community Development Block Grant.

In testimony whereof, I have hereunto subscribed my name and affixed my official seal this 16th day of December, 1975.



Jack LaTurner
City Clerk

(SEAL)

F74808

Wire Contract - Form 1220 Local - Sheet 2
(Revised January 1961)

8. No termination of this agreement, whether by reason of failure of Licensee to continue to exercise the aforesaid grant or otherwise, shall release Licensee from any liability or obligation that may have been incurred by or that may have accrued against Licensee hereunder prior to such termination.

9. If either party hereto shall violate, continuously or otherwise, any of the terms of this agreement binding upon it, the other party hereto shall thereby be deemed neither to have waived nor relinquished any such term of this agreement nor to have acquiesced in such violation thereof, unless the other party shall expressly consent thereto in writing.

10. This agreement shall bind and inure to the benefit of the successors and assigns of Frisco, and the successors, heirs, executors, administrators and assigns of Licensee; provided that Licensee shall have no right to assign or transfer this agreement without first obtaining the written consent of Frisco.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the day and year first above written.

Substitution in preamble, Deletion of Article I, made prior to execution.

ST. LOUIS-SAN FRANCISCO RAILWAY COMPANY

By

General Superintendent Communications and Signals

ATTEST:

Secretary

WITNESS: (If not a corporation)

THE CRAW-KAN TELEPHONE
COOPERATIVE ASSOCIATION, INC.

By:

Title:

Pres.

ATTEST: (If a corporation)

Secretary

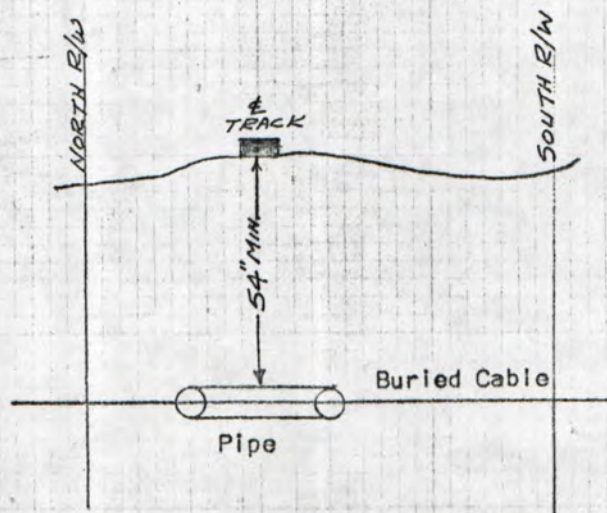
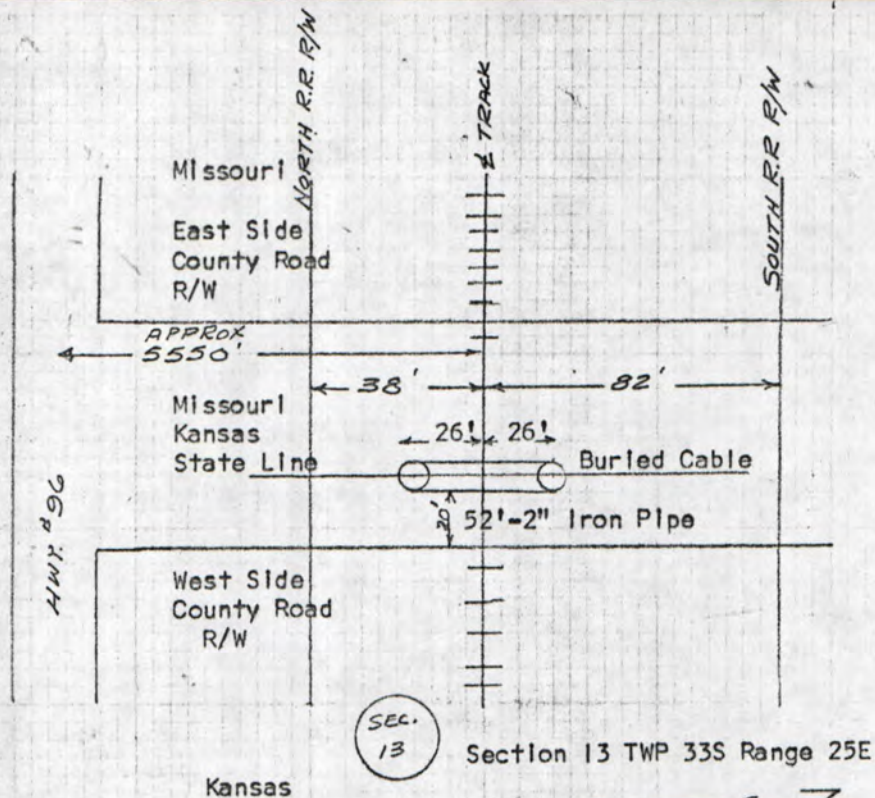
LOW CHIEF ENGINEER

VERBOLED

SUPERINTENDENT EASTERN DIVISION

DIVISION ENGINEER

VERBOLED



Communication Lines
Crossing Under Railroad

Name of Railroad: (FEISCO) ST. LOUIS, SAN FRANCISCO RAILWAYS

Name of Party Requesting Permits:
THE CRAW-KAN TELEPHONE COOP. ASS'N, INC.

Location of Proposed Crossing:

County: CHEROKEE State: KANSAS

Section 13 TWP 33S R.G. 25E

Mile Post NO. 331 + 9 1/6'

Exchange: CRESTLINE Line or Route# C
KANSAS

Sheet NO. 42

DATA:

1. Size of Pipe: Diameter: 2" Inches
Length 52' Ft.
2. Depth of Pipe below Tracks: 54 Inches.
3. Size of cable or wire: Pair 6 Gauge 24

NOTE: Pipe will be pushed.

Crossing will be on Public right-of-way

Prepared by: C.H. GUERNSEY & COMPANY
Consulting Engineers

By: Lincoln J. Bonebrake Date: SEPT. 9, 1976

F 77424

THIS AGREEMENT entered into, in duplicate, this 29th day of August, 1979, between
ST. LOUIS-SAN FRANCISCO RAILWAY COMPANY, hereinafter called "Frisco", party of the first part, and
EMPIRE DISTRICT ELECTRIC CO.

, hereinafter called "Licensee", party of the second part; WITNESSETH:

At the request of Licensee and for the sole use, convenience and benefit of Licensee, Licensee's agents, employees or licensees,
Frisco hereby grants to Licensee permission and authority to construct and maintain a private ~~road~~ ^{pedestrian} crossing over and across the right of way
and tracks of Frisco, at its Mile Post 258 ft. West Br. H-343.3, at or near Riverton,
Cherokee County, Kansas, at the location shown in green
coloring on blue print hereto attached and made a part hereof.

The aforesaid grant is made by Frisco and accepted by Licensee upon and subject to the following terms and conditions:

1. Licensee shall maintain, approaches and drainage for said crossing and approaches at
its expense and reimburse Railway Company for all maintenance expense incurred on that portion of
the crossing.

Licensee shall erect and maintain signs on each side of crossing advising pedestrians
to look both ways for train movement before crossing, and that crossing through or under standing
cars or trains is prohibited.

2. All work done by Licensee hereunder shall be subject to the approval of Frisco's Roadmaster or his duly authorized representative.
3. Licensee shall keep closed and securely locked, at all times when said private crossing is not in actual immediate use, any and
all gates in right of way fences at points of intersection of said private crossing therewith.

4. Licensee shall indemnify, protect and save harmless Frisco from and against any and all claims, demands, causes of action,
damages, judgments, costs, attorney's fees and expenses that Frisco may sustain, incur or become liable for, by reason of death of or injury
to persons whomsoever, or loss or destruction of or damage to property whatsoever and to whomsoever belonging, growing out of or incidental
to the construction, maintenance, repair, renewal, removal, use or existence of said private crossing, the maintenance or operation of the
railway of Frisco or the violation by Licensee of any of the provisions of this agreement and whether caused or contributed to by negligence
of Frisco, or otherwise.

5. If either party hereto shall violate, continuously or otherwise, any of the terms of this agreement binding upon it, the other party
hereto shall thereby be deemed neither to have waived nor relinquished any such term of this agreement nor to have acquiesced in such
violation thereof, unless the other party shall expressly consent thereto in writing.

6. Either party may terminate this agreement by giving to the other party thirty (30) days' written notice of intention so to do. No
termination of this agreement shall release Licensee from any liability or obligation that may have been incurred by or that may have accrued
against Licensee during the term hereof. On or before the termination hereof, Licensee shall, at Licensee's sole cost and expense, remove
said private crossing from Frisco's right of way and restore said right of way to a condition satisfactory to Frisco, and if Licensee shall fail
so to do, Frisco may, at Licensee's sole cost and expense, remove said private crossing and restore said right of way as aforesaid.

7. This agreement shall bind and inure to the benefit of the successors and assigns of Frisco and the successors, heirs, executors,
administrators and assigns of Licensee.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the day and year first above written.

ST. LOUIS-SAN FRANCISCO RAILWAY COMPANY

By

W. L. Davidson
General Manager

WITNESS: (If not a corporation)

EMPIRE DISTRICT ELECTRIC CO.

By:

A. R. Puffenberger

Title:

V.P.

ATTEST: (If a corporation)

10.10.1979
Secretary

paragraph 1 added prior to execution.

RECEIVED BY THE DIVISION OF ENGINEERING

APPROVED:

D. A. Burr

Division Engineer

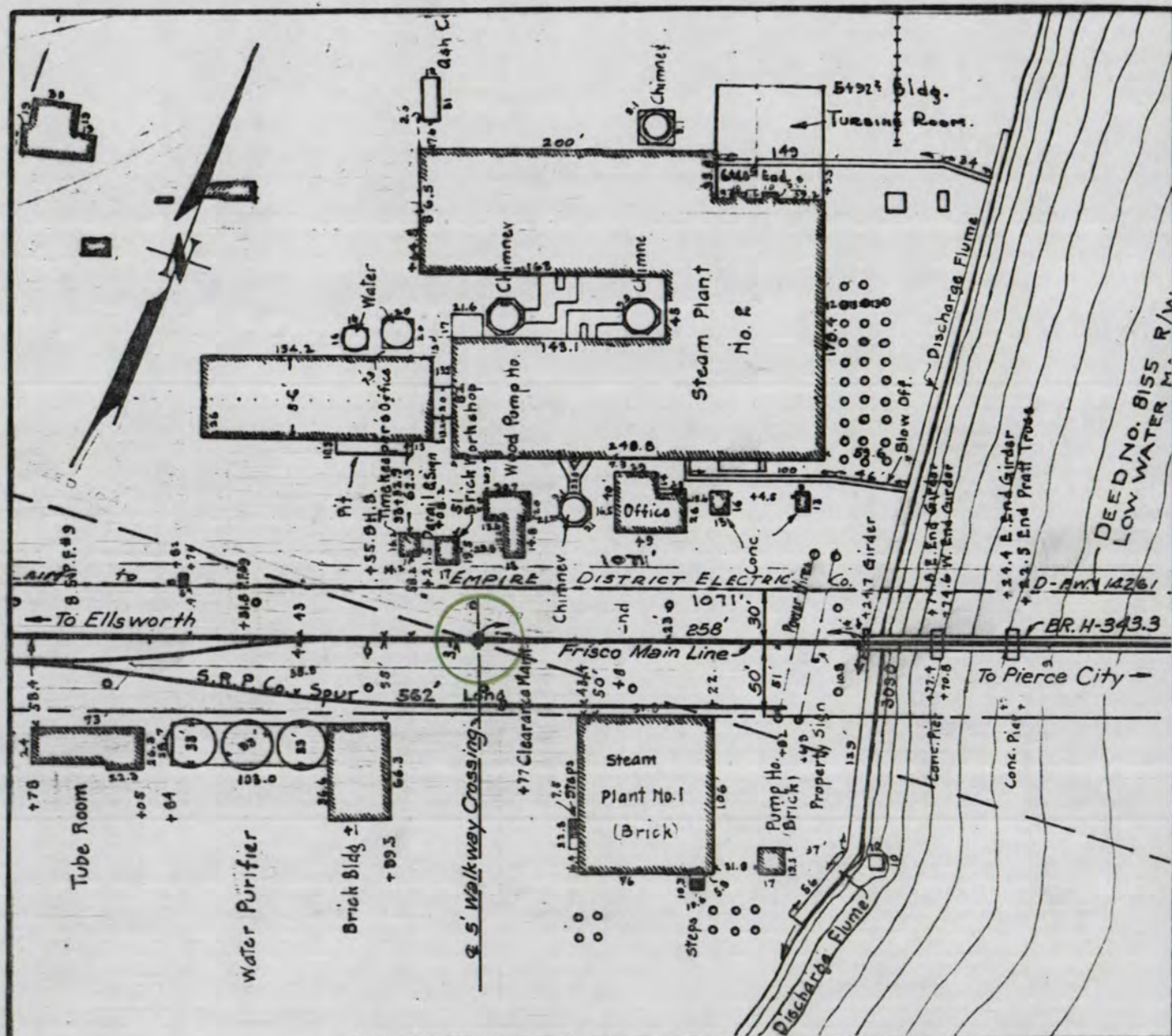
APPROVED

Z. E. Ward

FOR CHIEF ENGINEER

STATE OF NEW YORK
IN SENATE
January 10, 1900.
REPORT
OF THE
COMMISSIONERS OF THE
DIVISION OF ENGINEERING
IN RESPONSE TO A RESOLUTION
PASSED BY THE SENATE
MAY 1, 1899.

ALBANY: PUBLISHED BY THE DIVISION OF ENGINEERING, 1900.



SE 1/4 NW 1/4 SEC. 20

ST. LOUIS-SAN FRANCISCO RAILWAY COMPANY
EASTERN DIV. CARTHAGE SUB-DIV.

PLAN
WALKWAY CROSSING TO SERVE

EMPIRE DISTRICT ELECTRIC COMPANY

RIVERTON,
SCALE: 1"=100'
OFFICE OF CHIEF ENGR.

CHEROKEE CO.

KAN.

JULY 27, 1979
SPRINGFIELD, MO.

SEE 19248-351

ST. LOUIS-SAN FRANCISCO RAILWAY COMPANY

Office of Secretary

ORIGINAL

Contract No. 77424

August 29, 1979

Empire District Electric Co.

and

ST. LOUIS-SAN FRANCISCO RAILWAY COMPANY

Agreement

covering a private pedestrian
crossing over our r/w and tracks
at MP 258' West Br. H-343.3,
Riverton, KS.

Expires on 30 days' notice.

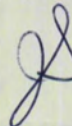
Copies to:

Contr.

Chf. Engr.

Supt., Eastern Div., Springfield, MO

JAN 3 1980



LC

BURLINGTON NORTHERN RAILROAD COMPANY, a Delaware corporation, hereinafter called "Railroad", whose post office address is 176 East Fifth Street, St. Paul, Minnesota 55101, hereby grants permission to THE KANSAS STATE TELEPHONE COMPANY, a Kansas corporation,

whose post office address is 1037 East Avenue, Baxter Springs, Kansas 66713,

hereinafter called "Permittee", to construct, operate, maintain, inspect, use and remove a wire line facility, including all necessary poles, wires, cables and conduits together with necessary appurtenances thereto, hereinafter called "Wire Line", upon and across the railroad tracks, communication or signal wires and right of way of Railroad, either above or below the surface thereof, for the purpose of transmitting electric current for power or for communication, as hereinafter described:

a telephone cable across the right of way of Railroad underneath the surface thereof, and under the tracks of its railway near Galena, Cherokee County, Kansas to be located at survey station 76 + 23 - Mile Post H-342.67 as shown colored red on the print hereto attached, marked Exhibit "A" dated January 14, 1983, and made a part hereof.

This permission is given upon the following terms:

1. Permittee will pay in advance Two Hundred Dollars (\$200.00)

for the first ten (10) year period hereof and One Hundred Dollars (\$100.00)

for each subsequent ten (10) year period that this permit remains in effect and will also pay all taxes and assessments that may be levied or assessed against the Wire Line. Railroad reserves the right to change the amount of said charge at any time while this permit remains in effect upon thirty (30) days' written notice. This provision for change in the amount to be charged hereunder shall in no way affect Railroad's right to terminate this permit pursuant to Paragraph 14 hereof.

2. Said Wire Line shall be used for the sole purpose of conducting electric currents at a potential not to exceed 48 volts.

3. Said Wire Line shall be constructed and maintained in accordance with Railroad's requirements, the National Electric Safety Code and any statute, order, rule or regulation of any public authority having jurisdiction. Application and plans shall be submitted by Permittee to Railroad and shall be approved by Railroad prior to construction or any reconstruction of the Wire Line.

4. All cost of construction and maintenance of the Wire Line shall be paid by Permittee. If it is necessary, as determined by Railroad's Division Superintendent, for Railroad to perform any portion of the work of construction, maintenance, or removal of the Wire Line, same shall be at expense of Permittee. Railroad will determine the costs of any such work and submit bill for same to Permittee and Permittee shall promptly pay such billed amount.

5. If in the judgment of the Railroad's Division Superintendent, the construction, maintenance, or continued existence of Wire Line herein contemplated necessitates any change or alteration in the location or arrangement of any wires, structures or other facilities of Railroad or of third persons, the cost of such change or alteration will be paid by Permittee.

6. Railroad shall have the right for reasons of safety to require that repairs be made to said Wire Line and upon written request from Railroad Permittee shall promptly make such repairs at Permittee's expense. If at any time it becomes necessary in the judgment of Railroad for reasons of safety or otherwise, to require change in the location, elevation, or method of construction of said Wire Line, such changes will be made by Permittee at Permittee's expense within thirty (30) days after being requested to do so.

7. After the completion of construction of said Wire Line or any repairs thereto, or removal thereof, Permittee shall remove from the premises of Railroad, to the satisfaction of the Railroad's Division Superintendent, all false work and equipment used in the installation, repair, or removal work.

8. Permittee shall, upon the giving of 48 hours' notice to the Railroad's Division Superintendent, have the right to enter the premises of Railroad for the purpose of maintaining, repairing or removing said Wire Line, and, in the exercise of this right, shall not unduly interfere with the rights of Railroad or others on the premises. In the case of bonafide emergency, the 48 hours' notice may be waived; however, if emergency work is necessary Permittee shall make every effort to notify Railroad that such work is to be done. Permittee shall, at its own expense, restore any facilities on said premises which are in any manner disturbed by such maintenance, repairs or removal.

9. This permission is granted subject to permits, leases, and licenses, if any, heretofore granted by Railroad affecting the premises upon which said Wire Line is located.

10. If the operation or maintenance of said Wire Line shall at any time cause interference, including but not limited to physical interference, from electromagnetic induction, electrostatic induction, or from stray or other currents, with the facilities of Railroad or of any lessee or licensee of Railroad, or in any manner interfere with the operation, maintenance or use by Railroad of its right of way, tracks, structures, pole lines, signal and communication lines, radio or other equipment, devices, or other property or appurtenances thereto, Permittee agrees immediately to make such changes in said Wire Line and furnish such protective devices to Railroad and its lessees or licensees as shall be necessary in the judgment of Railroad's representatives to eliminate such interference. The cost of such protective devices and their installation shall be borne solely by the Permittee. If any of the interference covered by this paragraph shall be, in the judgment of Railroad, of such importance to the safety of Railroad's operations as to require it, Permittee, upon notice from Railroad, shall either, at the Railroad's election, cease using said Wire Line for any purpose whatsoever and remove the same, or reduce the voltage or load on said Wire Line, or take such other interim protective measures as Railroad may deem advisable until the protective devices required by this paragraph have been installed, put in operation, tested, and found to be satisfactory to correct the interference.

11. Permittee agrees that the said Wire Line and the use of same for conducting electric current shall not damage the railroad or structures of Railroad, or the property of The Western Union Telegraph Company, or any other property upon the premises of Railroad, or be a menace to the safety of Railroad's operations or any other operations conducted on said premises. Permittee does hereby release, indemnify, and save harmless Railroad and The Western Union Telegraph Company, their successors and assigns, from and against all loss, damages, claims, demands, actions, causes of action, costs and expenses of every character which may result from any injury to or death of any person whomsoever, including but not limited to employees and agents of the parties hereto, or from loss of or damage to property of any kind or nature to whomsoever belonging, including but not limited to property owned by, leased to, or in the care, custody, and control of the parties hereto and said Telegraph Company, when such injury, death, loss, or damage is caused or contributed to by, or arises from, the construction, installation, maintenance, condition, use, operation, removal, or existence of said Wire Line upon Railroad premises.

12. It is understood by the parties that said Wire Line will be in danger of damage or destruction by fire or other causes incident to the operation, maintenance, or improvement of the railway, and Permittee accepts this permit subject to such dangers. It is therefore agreed, as one of the material considerations of this permit, without which the same would not be granted, that Permittee hereby assumes all risk of loss, damage, or destruction to said Wire Line without regard to whether such loss be occasioned by fire or sparks from locomotives or other causes incident to or arising from the movement of locomotives, trains, or cars of any kind, misaligned switches, or in any respect from the operation, maintenance, or improvement of the railway, or to whether such loss or damage be the result of negligence or misconduct of any person in the employ or service of Railroad, or of defective appliances, engines, or machinery, and Permittee does hereby save and hold harmless Railroad from all such damage, claims, and losses.

13. It is agreed that the provisions of this permit are for the equal protection of any other railroad company or companies including National Railroad Passenger Corporation (AMTRAK) heretofore or hereafter granted the joint use of Railroad's property upon which the above described Wire Line is located.

14. Either party hereto shall have the right to terminate this permit, and the same shall terminate, at the expiration of ninety (90) days after the giving of written notice by one party to the other of intention to terminate same. Any such notice shall be good if deposited in the United States mails addressed to the party being notified at such party's post office address above stated. Upon termination Permittee shall promptly remove the Wire Line from Railroad's premises and if Permittee shall fail to remove same or any other material or property owned by it within the time prescribed in a notice of termination, Railroad may appropriate such property to its own use without compensation, or may remove the same at the expense of Permittee.

15. This permit shall be binding upon, and inure to the benefit of the parties, their successors and assigns; provided, however, that Permittee shall not assign this permit or any interest therein without Railroad's written consent.

16. Permittee shall notify Railroad's Division Superintendent a minimum of 48 hours prior to its entry on Railroad's right of way.

17. Nothing herein contained shall imply or import a covenant on the part of Railroad for quiet enjoyment.

18. Permittee at Permittee's sole cost and expense, shall excavate for, construct, maintain and repair the cable placing the same at least five feet (5') below the bottom of the rails in Railroad's railway.

IN WITNESS WHEREOF, the parties hereto have executed these presents this 16th day of April, 19 83

BURLINGTON NORTHERN RAILROAD COMPANY

By A. W. Drouil
General Manager Leases

Witnesses to Signature of Permittee:

Dylan Duff

THE KANSAS STATE TELEPHONE COMPANY

By R. H. Wicks

Title VICE PRESIDENT

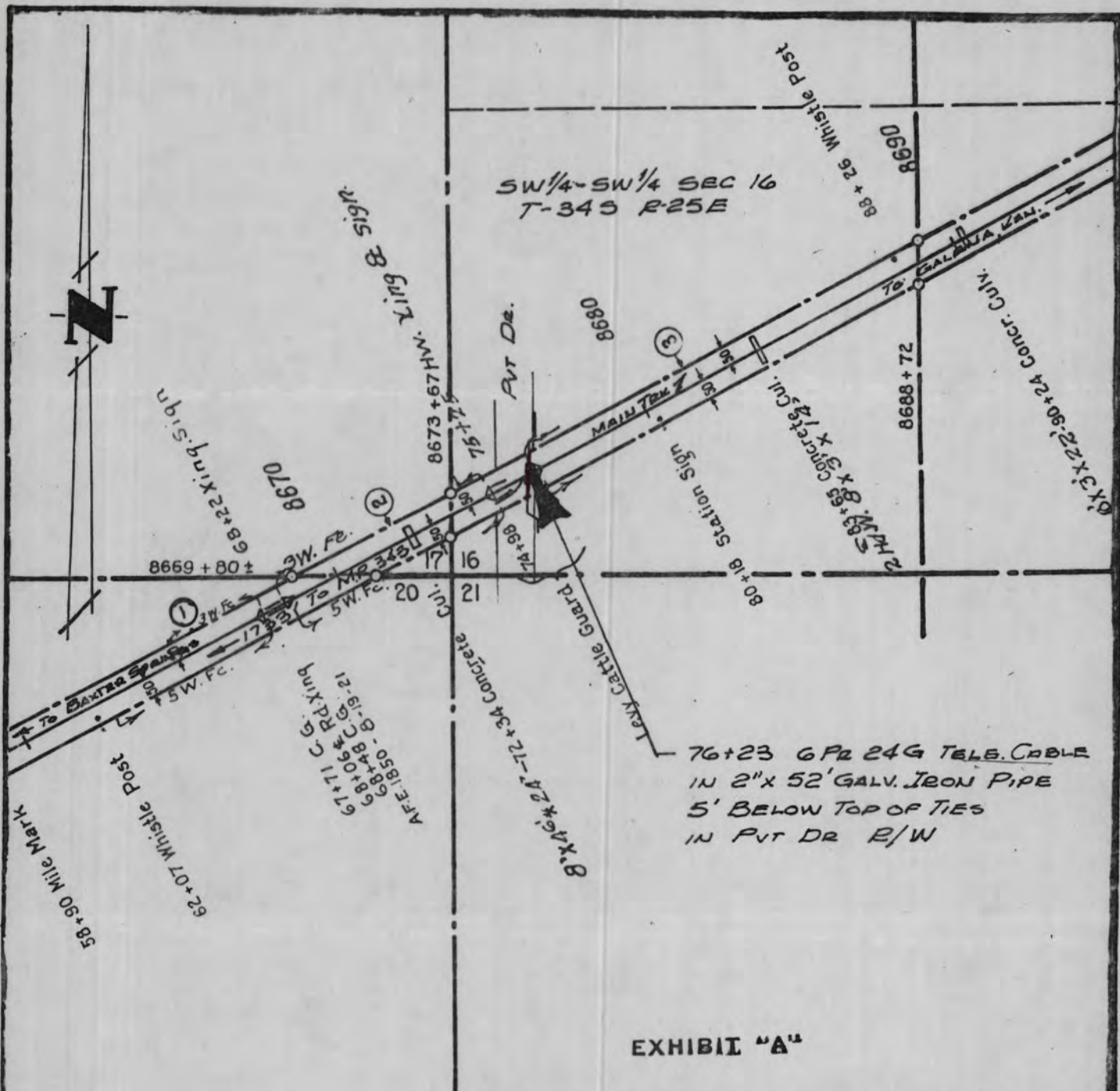


EXHIBIT "A"

BURLINGTON NORTHERN RAILROAD COMPANY

SPRINGFIELD REGION, _____ SPRINGFIELD _____ DIVISION

PRINT SHOWING
U.G. CABLE CROSSING TO SERVE
THE KANSAS STATE TELEPHONE COMPANY

Line Segment 1007, M.P. H-342.67
Near GALENA, CHEROKEE CO., KANSAS

SCALE: 1"= 400'
ENGINEERING DIVISION

JANUARY 14th, 19 83
SPRINGFIELD, MO.

SEE DWG # V03, SM-G KAN MAP #2

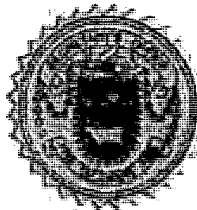
Delaware

The First State

I, HARRIET SMITH WINDSOR, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THAT THE SAID "WILLIAMS GAS PIPELINES CENTRAL, INC.", FILED A CERTIFICATE OF AMENDMENT, CHANGING ITS NAME TO "SOUTHERN STAR CENTRAL GAS PIPELINE, INC.", THE NINTH DAY OF DECEMBER, A.D. 2002, AT 12:30 O'CLOCK P.M.

AND I DO HEREBY FURTHER CERTIFY THAT THE ANNUAL REPORTS HAVE BEEN FILED TO DATE.

AND I DO HEREBY FURTHER CERTIFY THAT THE FRANCHISE TAXES HAVE BEEN PAID TO DATE.



0219918 8320

030006846

Harriet Smith Windsor
Harriet Smith Windsor, Secretary of State

AUTHENTICATION: 2186802

DATE: 01-06-03

CERTIFICATE OF AMENDMENT OF THE CERTIFICATE OF INCORPORATION
OF
WILLIAMS GAS PIPELINES CENTRAL, INC.

It is hereby certified that:

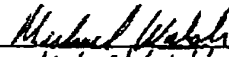
1. The name of the corporation (hereinafter called the "Corporation") is WILLIAMS GAS PIPELINES CENTRAL, INC.

2. The certificate of incorporation of the Corporation is hereby amended by striking out Article FIRST thereof and by substituting in lieu of said Article the following new Article:

"FIRST: The name of the Company is: SOUTHERN STAR CENTRAL GAS PIPELINE, INC."

3. The amendment of the certificate of incorporation herein certified has been duly adopted and written consent has been given in accordance with the provisions of Sections 141, 228 and 242 of the General Corporation Law of the State of Delaware.

Dated November 26, 2002


Name: Michael Walsh
Title: Treasurer

NYDOCS:1074518.1
NYDOCS:1074518.1
NYDOCS:1074518.1
NYDOCS:1074518.1

State of Delaware
Office of the Secretary of State

PAGE 1

I, EDWARD J. FREEL, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF AMENDMENT OF "WILLIAMS NATURAL GAS COMPANY", CHANGING ITS NAME FROM "WILLIAMS NATURAL GAS COMPANY" TO "WILLIAMS GAS PIPELINES CENTRAL, INC.", FILED IN THIS OFFICE ON THE TWELFTH DAY OF JANUARY, A.D. 1998, AT 11 O'CLOCK A.M.



A handwritten signature in cursive script, reading "Edward J. Freel", is written over a horizontal line.

Edward J. Freel, Secretary of State

0219918 8100

981012163

AUTHENTICATION:

8861043

DATE:

01-12-98

CERTIFICATE OF AMENDMENT
OF
CERTIFICATE OF INCORPORATION

* * * * *

WILLIAMS NATURAL GAS COMPANY, a company organized and existing under and by virtue of the General Corporation Law of Delaware, DOES HEREBY CERTIFY:

FIRST: That the Board of Directors of said Company, by unanimous written consent dated January 8, 1998, adopted a resolution proposing and declaring advisable the following amendment to the Certificate of Incorporation of said Company:

RESOLVED that the Board of Directors of the Company hereby recommends and declares advisable an amendment to Article FIRST of the Company's Certificate of Incorporation to change the name of the Company so that, as amended, said Article FIRST shall be and read as follows:

"FIRST: The name of the Company is:

WILLIAMS GAS PIPELINES CENTRAL, INC."

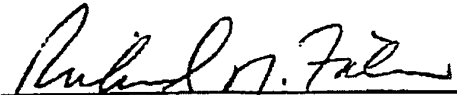
SECOND: That in lieu of a meeting and vote of stockholders, the sole stockholder has given unanimous written consent to said amendment in accordance with the provisions of section 228 of the General Corporation Law of Delaware.

THIRD: That the aforesaid amendment was duly adopted in

accordance with the applicable provisions of sections 242 and 228 of the General Corporation Law of Delaware.

IN WITNESS WHEREOF, said WILLIAMS NATURAL GAS COMPANY has caused this certificate to be signed by Richard N. Ficken, its Vice President, and attested by David M. Higbee, its Secretary, this 8th day of January, 1998.

WILLIAMS NATURAL GAS COMPANY

By: 
Richard N. Ficken
Vice President

ATTEST:

By: 
David M. Higbee
Secretary

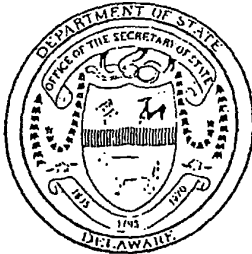
H:\CORP\SEC\MINUTES\WNG\WMECHG.CER



State of DELAWARE

Office of SECRETARY OF STATE

I, Glenn C. Kenton, Secretary of State of the State of Delaware,
do hereby certify that the attached is a true and correct copy of
Certificate of Amendment
filed in this office on November 17, 1982.



Form 130

Glenn C. Kenton
Glenn C. Kenton, Secretary of State
BY: C. Meyers
DATE: November 24, 1982

CERTIFICATE OF AMENDMENT
OF
CERTIFICATE OF INCORPORATION
OF
CITIES SERVICE GAS COMPANY

Adopted in accordance with the provisions
of Section 242 of the General Corporation
Law of the State of Delaware

We, E. S. HANSON, President, and KENNETH E.
MANNER, Secretary of Cities Service Gas Company, a
corporation existing under the laws of the State of
Delaware, do hereby certify as follows:

FIRST: That the Certificate of Incorporation of
said corporation has been amended as follows:

By striking out the whole of Article I thereof as
it now exists and inserting in lieu and instead thereof a
new Article I, reading as follows:

1. That the present name of said corporation is
Northwest Central Pipeline Corporation.

SECOND: That such amendment has been duly
adopted in accordance with the provisions of the General
Corporation Law of the State of Delaware by the unanimous
written consent of all the stockholders entitled to vote in
accordance with the provisions of Section 228 of the General
Corporation Law of the State of Delaware.

IN WITNESS WHEREOF, we have signed this
certificate this 16th day of November, 1982.

ATTEST:

Kenneth E. Manner
Secretary

E. S. Hanson
President

00034

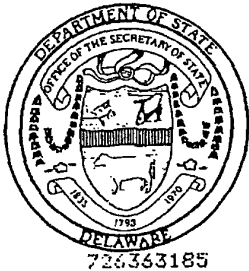
State of Delaware



Office of Secretary of State

I, MICHAEL HARKINS, SECRETARY OF STATE OF THE STATE OF
DELAWARE DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT
COPY OF THE CERTIFICATE OF AMENDMENT OF NORTHWEST CENTRAL
PIPELINE CORPORATION FILED IN THIS OFFICE ON THE TWENTY-NINTH DAY
OF DECEMBER, A.D. 1986, AT 10:01 O'CLOCK A.M.

: : : : : : : :



726363185

A handwritten signature of Michael Harkins.
Michael Harkins, Secretary of State
1065671

AUTHENTICATION:

DATE:

12/31/1986

726363185

BOOK 468 PAGE 0487

CERTIFICATE OF AMENDMENT
OF
CERTIFICATE OF INCORPORATION
OF

FILED

DEC 23 1986 10:01

Am

NORTHWEST CENTRAL PIPELINE CORPORATION

Adopted in accordance with the provisions
of Section 242 of the General Corporation
Law of the State of Delaware

We, JOHN W. DUNBAR, Vice President, and BOBBY E. POTTS, Secretary of Northwest Central Pipeline Corporation, a corporation existing under the laws of the State of Delaware, do hereby certify as follows:

I. That the Certificate of Incorporation of said corporation has been amended as follows:

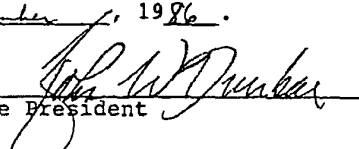
By striking out the whole of Article FIRST thereof as it now exists and inserting in lieu and instead thereof new Article FIRST reading as follows:

FIRST: The name of the corporation is Williams Natural Gas Company.

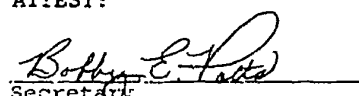
II. The effective date is January 1, 1987.

III. That such amendment has been duly adopted in accordance with the provisions of the General Corporation Law of the State of Delaware by the unanimous written consent of all the stockholders entitled to vote in accordance with the provisions of Section 228 of the General Corporation Law of the State of Delaware.

IN WITNESS WHEREOF, we have signed this certificate this 23rd day of December, 1986.


Vice President

ATTEST:


Secretary

RECEIVED FOR RECORD

JAN 02 1987

LEO J. DUGAN, Jr., Recorder

Norman, Vicki (US)

From: Tyler R. White [twhite@mellinalarson.com]
Sent: Monday, March 08, 2010 5:05 PM
To: Norman, Vicki (US)
Cc: Lola LaCrosse
Subject: RE: Consent to Assignment for Southern Star Central Gas

Vicki,

We have reviewed the information attached to your email as well as applicable law. Based on our review, it appears that a name change, rather than a consent to assignment, should be processed to the extent that BNSF's original contract/license was with either (i) Cities Service Gas Company, (ii) Northwest Central Pipeline Corporation, (iii) Williams Natural Gas Company, or (iv) Williams Gas Pipelines Central. We were not provided with copies of the original contracts/licenses, so we cannot confirm the original counter party on any of the agreements listed in your attachments. Accordingly, a name change should only be processed where the counter party specifically matches one of the entities referenced above.

Please feel free to call if you have any questions.

Thanks,

Tyler R. White
Mellina & Larson, P.C.
777 Main Street, Suite 770
Fort Worth, Texas 76102
Phone: (817) 335-1200
Fax: (817) 335-1221

CONFIDENTIALITY NOTICE: The information contained in this ELECTRONIC MAIL transmission is confidential. It may also be subject to the attorney-client privilege or be privileged work product or proprietary information. This information is intended for the exclusive use of the addressee(s). If you are not the intended recipient, you are hereby notified that any use, disclosure, dissemination, distribution (other than to the addressee(s), copying or taking of any action because of this information is strictly prohibited.

From: Norman, Vicki (US) [mailto:Vicki.Norman@am.jll.com]
Sent: Thursday, March 04, 2010 11:51 AM
To: Tyler R. White
Subject: Consent to Assignment for Southern Star Central Gas

Tyler:

Please see the attached information concerning a request to change the list of permits in the different entity's to their present owner who is Southern Star Central Gas. Please advise what type of assignment needs to be preformed.

Thanks

Vicki Norman
Associate Contract Specialist
Jones Lang LaSalle
3017 Lou Menk Drive Suite 100
Fort Worth, TX 76131-2800
telephone: 817-230-2628
fax: 817-306-8265

11/17/2010

BNSF-CHEROKEE0855

KANSAS

[Home](#) | [Contact](#) | [FAQs](#)

Kansas BusinessCenter

Simple Steps for Success

Thinking

Starting

Maintaining

Closing

Business Entity Search

Date: 03/03/2010

Business Information

Current Entity NameSOUTHERN STAR CENTRAL GAS PIPELINE,
INC.**Business Entity ID Number**

7029168

Previous Names:

EMPIRE NATURAL GAS COMPANY

Previous Names:

CITIES SERVICE GAS COMPANY

Previous Names:

NORTHWEST CENTRAL PIPELINE CORPORATION

Previous Names:

WILLIAMS NATURAL GAS COMPANY

Previous Names:

WILLIAMS GAS PIPELINES CENTRAL, INC.

Current Mailing Address: Susie Byers - 4700 Highway 56, Owensboro, KY 42301[Update](#)**Business Entity Type:** FOREIGN FOR PROFIT**Current Status:** ACTIVE AND IN GOOD STANDING**Date of Formation in Kansas:** 07/12/1922**State of Organization:** DE[Certificate of Good Standing](#)[Letter of Good Standing](#)

*Global
Consent
to
Assignment*

*Name
change
only*

Resident Agent and Registered Office

Resident Agent: THE CORPORATION COMPANY, INC.

Registered Office: 515 SOUTH KANSAS AVENUE , TOPEKA, KS 66603

[Update Resident Agent/Office](#)

Annual Reports

The following annual report information is valid for active and delinquent status entities only.

Tax Closing Month: 12

The Last Annual Report on File: 12/2008

Next Annual Report Due: 04/15/2010 [File Online](#)

Forfeiture Date: 07/15/2010

[Kansas.gov](#) | [Policies and Statements](#) | [Help Center](#) | [Survey](#)

Copyright © 2002-2009

Contract Transmittal



BNSF
Burlington Northern Santa Fe

Complete the form and send with original contract to:
BNSF Corporate Support, Contract Records, 4929
Northeast Parkway, Fort Worth, TX 76106-1818. See
attached instructions for more information.

ONLY ORIGINAL CONTRACT WITH ORIGINAL SIGNATURES ARE TO BE SUBMITTED TO CORPORATE SUPPORT																																																									
FORM SUBMITTED BY:			PHONE NUMBER		FAX NUMBER		DATE SUBMITTED																																																		
Vicki Norman			(817) 230-2626		(817) 306-8265																																																				
DEPARTMENT			LOCATION		CONTRACT SIGNED BY: Name and Title				OFFICER CODE																																																
Permit Services			Ft Worth		Ed Darter, Vice President – National Accounts				OPM																																																
<div style="display: flex; justify-content: space-between;"> <div style="width: 15%;"> <input type="checkbox"/> NEW CONTRACT Complete the following: <input checked="" type="checkbox"/> AMENDMENT Complete the following: <input type="checkbox"/> CANCELLATION Complete the following: </div> <div style="width: 85%;"> <table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td colspan="2">DATE OF CONTRACT (mm/dd/yyyy)</td> <td colspan="2">EFFECTIVE DATE (mm/dd/yyyy)</td> <td colspan="2">EXPIRATION DATE (mm/dd/yyyy)</td> <td colspan="2">REVIEW DATE (mm/dd/yyyy)</td> </tr> <tr> <td colspan="2"></td> <td colspan="2"></td> <td colspan="2"></td> <td colspan="2"></td> </tr> <tr> <td colspan="2">ORIGINAL CONTRACT NO.</td> <td colspan="2">ORIGINAL CONTRACT DATE (mm/dd/yyyy)</td> <td colspan="4">AMENDMENT DATE (mm/dd/yyyy)</td> </tr> <tr> <td colspan="2"></td> <td colspan="2"></td> <td colspan="4">11/19/2010</td> </tr> <tr> <td colspan="2">ORIGINAL CONTRACT NO.</td> <td colspan="2">ORIGINAL CONTRACT DATE (mm/dd/yyyy)</td> <td colspan="4">TERMINATION DATE (mm/dd/yyyy)</td> </tr> <tr> <td colspan="2"></td> <td colspan="2"></td> <td colspan="4"></td> </tr> </table> </div> </div>										DATE OF CONTRACT (mm/dd/yyyy)		EFFECTIVE DATE (mm/dd/yyyy)		EXPIRATION DATE (mm/dd/yyyy)		REVIEW DATE (mm/dd/yyyy)										ORIGINAL CONTRACT NO.		ORIGINAL CONTRACT DATE (mm/dd/yyyy)		AMENDMENT DATE (mm/dd/yyyy)								11/19/2010				ORIGINAL CONTRACT NO.		ORIGINAL CONTRACT DATE (mm/dd/yyyy)		TERMINATION DATE (mm/dd/yyyy)											
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AMOUNT - TOTAL OR MAXIMUM CONSIDERATION			LAW DEPT. APPROVAL REQUIRED (SEE SECTION VI OF RULES GOVERNING AUTHORITY):				FINANCE DEPT. APPROVAL (SEE SECTION VII OF RULES GOVERNING AUTHORITY). CHECK EACH THAT APPLIES.																																																		
CONTRACT TYPE CODE			<input type="checkbox"/> FORM NO AND REVISION DATE: _____ OR <input type="checkbox"/> ATTORNEY'S APPROVAL: (PRINT ATTORNEY NAME) _____ OR <input type="checkbox"/> DOCUMENTATION INDICATING ATTORNEY APPROVAL (APPROVAL IS ATTACHED)				<input type="checkbox"/> ACCOUNTING APPROVAL _____ AND/OR <input type="checkbox"/> RISK MANAGEMENT APPROVAL _____ AND/OR <input type="checkbox"/> TAX APPROVAL _____ AND/OR <input type="checkbox"/> DOCUMENTATION INDICATING APPROVAL IS ATTACHED, OR <input type="checkbox"/> NO FINANCE DEPT. APPROVAL REQUIRED																																																		
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Name change on the license agreements to Southern Star Central Gas																																																									
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CONTRACT LOCATION					LINE SEGMENT / MILEPOST INFORMATION																																																				
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			<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO																																																						
CONTRACT OUT CLAUSE			WHAT IS THE CONTRACT TERM?				CONTRACT MANAGER NAME (print name)																																																		
NUMBER OF DAYS			FIXED (DEFINITE) TERM <input type="checkbox"/> ONGOING (INDEFINITE) TERM <input type="checkbox"/> EVERGREEN (EXPIRATION DATE, THEN INDEFINITE) <input type="checkbox"/>				Vicki Norman																																																		
BNSF BILLS OTHER PARTY? (Y) (N)			SUBMITTING DEPT. IS RESPONSIBLE FOR NOTIFYING CORPORATE SUPPORT WHEN CONTRACT IS CANCELLED				CONTRACT NO. ASSIGNED BY CORPORATE SUPPORT																																																		
IF YES, ATTACH EXTRA COPY OF CONTRACT FOR ACCT. DISTRIBUTION NOTE: NO OTHER DISTRIBUTION WILL BE MADE							PX 91-2064.01																																																		

PX 91-2064

Page 1 of 4

PIPELINE PERMIT

No.

PX 91-2064



**BURLINGTON
NORTHERN
RAILROAD**

AGREEMENT made this 5th day of November, 1991, between BURLINGTON NORTHERN RAILROAD COMPANY, a Delaware corporation, hereinafter called "Burlington," whose address is Post Office Box 29136; Overland Park, Kansas 66201-9136, and Williams Natural Gas company, hereinafter called "Permittee," whose address is P. O. Box 3288 Tulsa, Oklahoma 74101.

WITNESSETH:

Burlington, for and in consideration of the fee herein provided to be paid by Permittee to Burlington, and of the covenants and promises hereinafter made to be observed and performed by Permittee, does hereby grant to Permittee license and permission to excavate for, construct, maintain, and operate an uncased steel natural gas pipeline

hereinafter referred to as "Facility" upon, along or across the right-of-way of Burlington, underneath the surface thereof, and under the tracks of Burlington, as the case may be, at or near Riverton Station, in the County of Cherokee, State of Kansas, to be located as follows, to wit:

RR mile post 344.10 and survey station 3068 + 20 ±

as shown in red on the plat attached hereto, marked Exhibit "A," dated November 5, 1991, and by this reference made a part hereof.

Permittee in consideration of such license and permission hereby covenants and promises as follows:

1. For this Permit, Permittee will pay Burlington, in advance, the sum of Four Hundred Fifty Dollars (\$450.00) for the entire time this Permit remains in effect and Permittee will also pay or reimburse Burlington for all taxes and assessments that may be levied or assessed against said Facility. Burlington reserves the right to change the fee on future Permits at any time without notice. This provision shall in no way affect Burlington's right to terminate said Permit pursuant to Paragraph 10 hereof.

2. Permittee, at Permittee's sole cost and expense, shall excavate for, construct, reconstruct, maintain and repair said Facility placing same in accordance with the specifications provided in application dated October 3, 1991, heretofore approved by Burlington. Permittee shall fill in the excavation and restore the surface of the ground upon which the Facility is located to its previous condition subject to the Superintendent Maintenance & Engineering's approval. Said Superintendent Maintenance & Engineering shall have the right at any time when in his/her judgment it becomes necessary or advisable to require any material used in the work to be replaced with like material or with material of a more permanent character, also to require additional work or change of location of said Facility as a matter of safety and/or appearance, or on account of additional tracks being laid, change of grade thereof, construction of a building, or for any other reason whether or not connected with the operation, maintenance, or improvement of Burlington's railroad, all of which shall be done at the expense of Permittee in the manner herein provided.

3. Permittee shall give to the Superintendent Maintenance & Engineering at least two (2) days' advance notice of any work to be done by Permittee in the excavation for, construction, reconstruction, maintenance, repair, change of location, or removal of said Facility, and shall conduct said work in such a manner as not to interfere with the maintenance and operation of Burlington's railroad.

4. In the event that Burlington performs any work, furnishes any material or flagging service, or incurs any expense whatsoever on account of the excavation for, construction, reconstruction, maintenance, repair, change of location, removal of the Facility, or otherwise, Permittee shall reimburse Burlington for the cost thereof within twenty (20) days after bills are rendered therefor. If the excavation for, construction, reconstruction, maintenance, repair, change of location, or removal of the Facility, requires any or all of the following work: removal and replacement of track, bridging, protection of track, or other railroad facilities by work or flagging, engineering, and/or supervision, such work is to be performed by Burlington employees and the cost borne by Permittee.

5. (a) PERMITTEE IS PLACED ON NOTICE THAT FIBER OPTIC, COMMUNICATIONS, CONTROL SYSTEMS, AND OTHER TYPES OF CABLES MAY BE BURIED ON BURLINGTON'S PROPERTY. Before beginning work, Permittee shall telephone Burlington's Communications Network Control Center at 1-800-533-2891 (a 24-hour number) to determine if cable systems are buried on Burlington's property to be used by Permittee. The Communications Network Control Center will contact the appropriate personnel to have cables located and make arrangements with Permittee as to the protective measures that must be adhered to prior to the commencement of any work on Burlington's property. In addition to the liability terms elsewhere in this Agreement, Permittee shall indemnify and hold Burlington harmless against and from all cost, liability, and expense whatsoever (including, without limitation, attorney's fees and court costs and expenses) arising out of or in any way contributed to by any act or omission of Permittee, its contractor, agents and/or employees, that cause or in any way or degree contribute to (1) any damage to or destruction of any telecommunications system by Permittee, and/or its contractor, agents and/or employees, on Burlington's property, (2) any injury to or death of any person employed by or on behalf of any telecommunications company, and/or its contractor, agents and/or employees, on Burlington's property, and/or (3) any claim or cause of action for alleged loss of profits or revenue by, or loss of service by a customer or user of such telecommunication company(ies).

6. In the event any cathodic electrolysis or other electrical grounding system is installed in connection with the Facility which, in the opinion of Burlington, interferes with train signals in any way, telephone or telegraph lines, or other facilities of Burlington, Permittee, upon being informed by Burlington of such interference, shall forthwith discontinue operation of and remove said grounding system, or take such steps as may be necessary to avoid and eliminate all such interference. Permittee further agrees to indemnify and save harmless Burlington from and against any damages, claims, losses, suits, or expenses in any manner arising from or growing out of interference with the signals, telephone, or telegraph lines of Burlington by the operation, use, or existence of any such grounding system.

7. Permittee shall and hereby releases and discharges Burlington of and from any and all liability for damage to or destruction of said Facility, and any other property of Permittee located on or near Burlington's premises, and shall and hereby assumes any and all liability for injury to or death of any and all persons whomsoever, including officers, employees, and agents of the parties hereto, and loss of or damage to property to whomsoever belonging, including property owned by, leased to, or in the care, custody, and control of the parties hereto, in any manner arising from or during the excavation for, construction, reconstruction, use, maintenance, repair, or removal of said Facility, however such injury, death, loss, damage, or destruction aforesaid may occur or be caused, and shall and hereby does indemnify and save harmless Burlington of and from any and all claims, demands, suits, actions, damages, recoveries, judgments, costs, or expenses arising or growing out of or in connection with any such injury, death, loss, damage, or destruction aforesaid. Permittee further agrees to appear and defend in the name of Burlington any suits or actions at law brought against Burlington on account of any such personal injury or death, and loss and damage to or destruction of property, and to pay and satisfy any final judgment that may be rendered against Burlington in any such suit or action. THE LIABILITY ASSUMED BY PERMITTEE SHALL NOT BE AFFECTED BY THE FACT, IF IT IS A FACT, THAT THE LOSS, DAMAGE, DEATH, OR INJURY WAS OCCASIONED BY OR CONTRIBUTED TO BY THE NEGLIGENCE OF BURLINGTON, ITS AGENTS, SERVANTS, EMPLOYEES, OR OTHERWISE.

8. Permittee shall not transfer or assign this permit without the written consent of Burlington.

9. Nothing herein contained shall imply or import a covenant on the part of Burlington for quiet enjoyment.

10. It is expressly understood and agreed that Burlington may at any time cancel and terminate this license and permission by giving to Permittee thirty (30) days' written notice of its intention to cancel the same and at the expiration of such notice this license and permission shall terminate. Upon receipt of such notice and before the expiration thereof, Permittee, under the supervision and direction of Burlington's Superintendent Maintenance & Engineering, or his authorized representative, shall remove said Facility from the right-of-way of Burlington and restore the right-of-way and premises of Burlington in a manner and to such condition as shall be satisfactory to said Superintendent Maintenance & Engineering. If Permittee fails to remove the Facility and restore said right-of-way to such condition within said thirty (30) day period, Burlington at its option may remove same and restore said right-of-way to its previous condition, and Permittee shall pay to Burlington the cost and expense thereof.

11. Upon any failure of Permittee to punctually and strictly observe and perform the covenants and promises made herein by Permittee to be kept and performed, Burlington may terminate this Agreement on ten (10) days' notice to Permittee, remove said Facility, and restore said right-of-way to its previous condition at the cost and expense of Permittee.

12. Any notices given under the provisions of this Agreement shall be good if properly deposited with the United States Postal Service addressed to Permittee at Permittee's post office address above stated.

EXHIBIT "A"

BURLINGTON NORTHERN RAILROAD COMPANY

SOUTHERN REGION, SPRINGFIELD DIVISION

PRINT SHOWING

Uncased underground natural gas pipeline
to serve Williams Natural Gas Co.

LINE SEGMENT 1007 M.P. 344.1

Riverton, Cherokee County, Kansas

SCALE: NOT TO SCALE

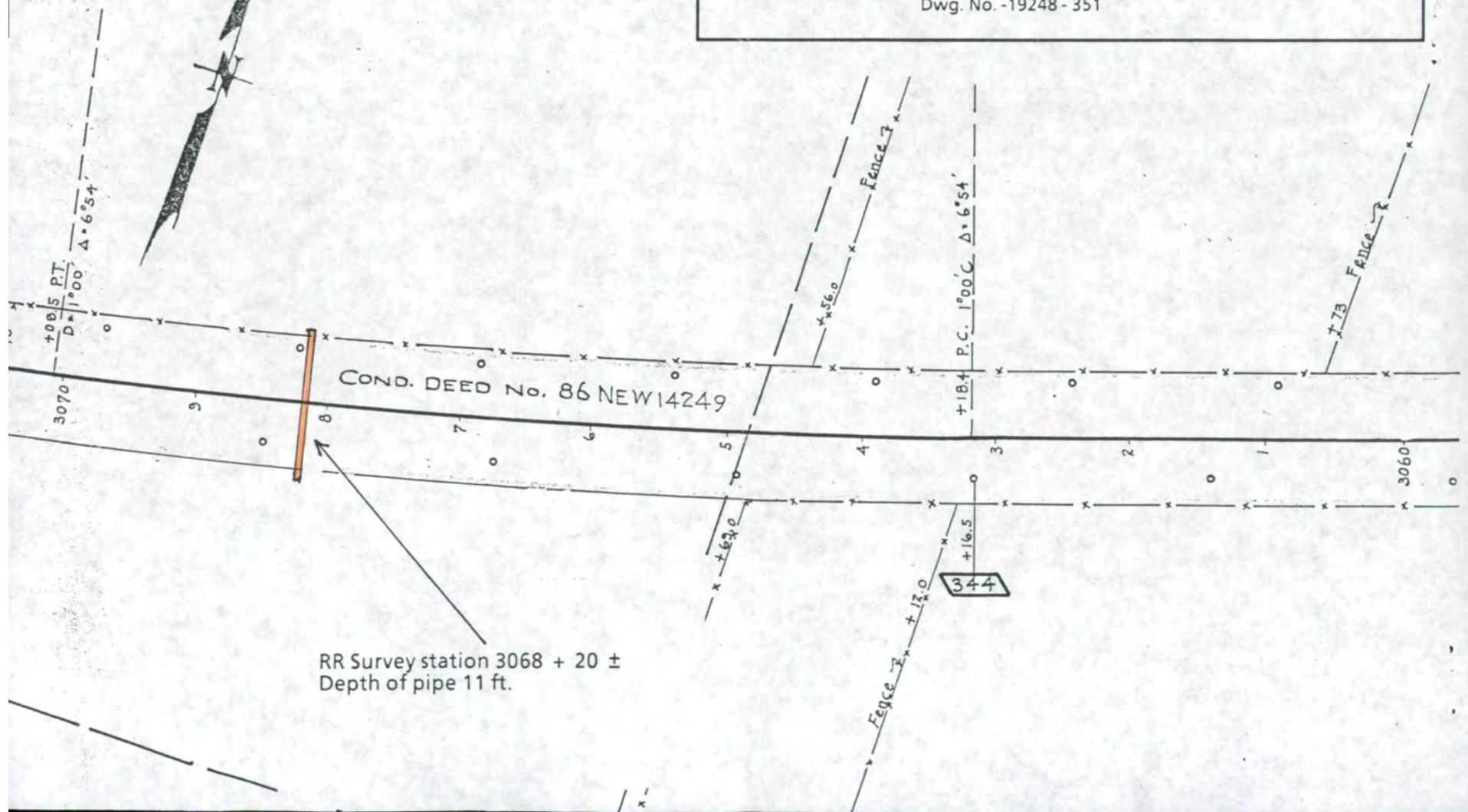
ENGINEERING DIVISION

Dwg. No. -19248 - 351

November 5, 1991

SPRINGFIELD, MO

SW $\frac{1}{4}$ NE $\frac{1}{4}$ SEC. 19 T34S R25E





UNDERGROUND WIRE LINE CROSSING PERMIT NO. PX94-24081

BURLINGTON NORTHERN RAILROAD COMPANY, a Delaware corporation, hereinafter called "Burlington," whose address is 999 Third Avenue, 2000 First Interstate Center, Seattle, Washington 98104-1105, in consideration of the rents to be paid and the covenants to be kept and performed by

CRAW-KAN TELEPHONE COOPERATIVE, INC., a Kansas Corporation,

hereinafter called "Permittee," whose address is:

P. O. Box 100
Girard, Kansas 66743

hereby grants Permittee the right to construct, operate, maintain, inspect, use, and remove a wire line facility, including all necessary poles, wires, cables, and conduits together with necessary appurtenances thereto, hereinafter called "Wire Line," along or upon and across the railroad tracks, and the communication or signal wires, and right-of-way of Burlington, below the surface thereof, for the purpose of transmitting electric current for power or for communication, as hereinafter described:

an underground communication wire, buried at a depth of 7 feet below top of ties, installation by jack and bore, with face of jacking/receiving pits a minimum of 25-feet from centerline of nearest track, across the right-of-way of Burlington below the surface thereof, and under the tracks of its railroad at or near ~~CRESTLINE~~, Cherokee County, KANSAS, to be located at,

Line Segment: **1004** Milepost: **333.01**

This permission is given upon the following terms and conditions:

1. Permittee will pay in advance to Burlington for this permit the sum of Four Hundred Fifty Dollars (\$450.00) for the entire period that this permit remains in effect, and Permittee will also pay all taxes and assessments that may be levied or assessed against the Wire Line. Burlington may assign any receivable due them under this Agreement, provided, however, such assignments shall not relieve the assignor of any of its rights or obligations under this Agreement. This provision shall in no way affect Burlington's right to terminate this permit pursuant to Paragraph 15 hereof.

2. Said Wire Line shall be used for the sole purpose of conducting electric currents at a potential not to exceed minimum volts.

3. Said Wire Line shall be constructed and maintained in accordance with Burlington's requirements, the National Electric Safety Code, and any statute, order, rule, or regulation of any public authority having jurisdiction. Application and plans shall be submitted by Permittee to Burlington and must be approved by Burlington prior to construction or any reconstruction of said Wire Line.

4. All cost of construction and maintenance of said Wire Line shall be paid by Permittee. If it is necessary, as determined by Burlington's Superintendent Maintenance & Engineering, for Burlington to perform any portion of the work of construction, maintenance, or removal of said Wire Line, same shall be done at the expense of Permittee.



Burlington will determine the costs of any such work and submit bill for same to Permittee and Permittee shall pay such billed amount within 30 days after bill is rendered therefor.

5. If in the judgment of Burlington's Superintendent Maintenance & Engineering, the construction, maintenance, or continued existence of Wire Line herein contemplated necessitates any change or alteration in the location or arrangement of any wires, structures, or other facilities of Burlington or of third persons, the cost of such change or alteration will be paid by Permittee.

6. Burlington shall have the right, for reasons of safety, to require that repairs be made to said Wire Line, and upon request from Burlington, Permittee shall immediately make such repairs at Permittee's expense. If at any time it becomes necessary in the judgment of Burlington for reasons of safety or otherwise, to require change in the location, elevation, or method of construction of said Wire Line, such changes will be made by Permittee at Permittee's expense within thirty (30) days after being requested to do so. If Permittee fails to do so, Burlington may make such changes and the cost thereof will be paid by Permittee.

7. If Wire Line is to be placed below the surface, Permittee, at Permittee's sole cost and expense, shall excavate for, construct, maintain, and repair said Wire Line, placing the same at least 25 feet below the bottom of the rails of Burlington's railroad. PERMITTEE IS PLACED ON NOTICE THAT FIBER OPTIC, COMMUNICATIONS, CONTROL SYSTEMS, AND OTHER TYPES OF CABLES MAY BE BURIED ON BURLINGTON'S PROPERTY. Before beginning work, Permittee shall telephone Burlington's Communications Network Control Center at 1-800-533-2891 (a 24-hour number) to determine if cable systems are buried on Burlington's property to be used by Permittee. The Communications Network Control Center will contact the appropriate personnel to have cables located and make arrangements with Permittee as to the protective measures that must be adhered to prior to the commencement of any work on Burlington's property. In addition to the liability terms elsewhere in this Agreement, Permittee shall indemnify and hold Burlington harmless against and from all cost, liability, and expense whatsoever (including, without limitation, attorney's fees and court costs and expenses) arising out of or in any way contributed to by any act or omission of Permittee, its contractor, agents and/or employees, that cause or in any way or degree contribute to (1) any damage to or destruction of any telecommunications system by Permittee, and/or its contractor, agents and/or employees, on Burlington's property, (2) any injury to or death of any person employed by or on behalf of any telecommunications company, and/or its contractor, agents and/or employees, on Burlington's property, and/or (3) any claim or cause of action for alleged loss of profits or revenue by, or loss of service by a customer or user of, such telecommunication company(ies).

8. After the completion of any Wire Line construction, repair, or removal, Permittee shall remove from the premises of Burlington, to the satisfaction of Burlington's Superintendent Maintenance & Engineering, all falsework and equipment used in such construction, repair, or removal work.

9. Permittee shall, upon the giving of 48 hours advance notice to Burlington's Superintendent Maintenance & Engineering, have the right to enter the premises of Burlington for the purpose of maintaining, repairing, or removing said Wire Line, and, in the exercise of this right, Permittee shall not unduly interfere with the rights of Burlington or others on or about the premises. In the case of bona fide emergency, the 48 hours notice may be waived; however, if emergency work is necessary, Permittee shall make every effort to notify Burlington that such work is to be done. Permittee shall, at its own expense, restore any facilities on said premises which are in any manner disturbed by such maintenance, repairs, or removal.

10. This permission is granted subject to permits, leases, and licenses, if any, heretofore granted by Burlington affecting the premises upon which said Wire Line is located.

11. If the operation or maintenance of said Wire Line shall at any time cause interference, including but not limited to physical interference, from electromagnetic induction, electrostatic induction, or from stray or other currents, with the facilities of Burlington or of any lessee or licensee of Burlington, or in any manner interfere with operation, maintenance or use by Burlington of its right-of-way, tracks, structures, pole lines, signal and communication lines, radio or other equipment, devices, or other property or appurtenances thereto, Permittee agrees immediately to make such changes in said Wire Line and furnish such protective devices to Burlington and its lessees or licensees as shall be necessary in the judgment of Burlington's representatives to eliminate such



interference. The cost of such protective devices and their installation shall be borne solely by the Permittee. If any of the interference covered by this paragraph shall be, in the judgment of Burlington, of such importance to the safety of Burlington's operations as to require immediate corrective action, Permittee, upon notice from Burlington, shall either, at Burlington's election, cease using said Wire Line for any purpose whatsoever and remove the same, or reduce the voltage or load on said Wire Line, or take such other interim protective measures as Burlington may deem advisable until the protective devices required by this paragraph have been installed, put in operation, tested, and found to be satisfactory to correct the interference.

12. Permittee agrees that said Wire Line and the use of same for conducting electric current shall not damage the railroad or structures of Burlington, or the property of any other tenant of Burlington, or any other property upon the premises of Burlington, or be a menace to the safety of Burlington's operations or any other operations conducted on said premises. Permittee does hereby release, indemnify, and save harmless Burlington and Burlington's other tenants, their successors and assigns, from and against all loss, damages, claims, demands, actions, causes of action, costs, and expenses of every character which may result from any injury to or death of any person whomsoever, including but not limited to, employees and agents of the parties hereto, and from loss of or damage to property of any kind or nature to whomsoever belonging, including but not limited to, property owned by, leased to, or in the care, custody, and control of the parties hereto and other tenants of Burlington, when such injury, death, loss, or damage is caused or contributed to by, or arises from, the construction, installation, maintenance, condition, use, operation, removal, or existence of said Wire Line upon Burlington premises. **THE LIABILITY ASSUMED BY PERMITTEE SHALL NOT BE AFFECTED BY THE FACT, IF IT IS A FACT, THAT THE LOSS, DAMAGE, DEATH, OR INJURY WAS OCCASIONED BY OR CONTRIBUTED TO BY THE NEGLIGENCE OF BURLINGTON, ITS AGENTS, SERVANTS, EMPLOYEES, OR OTHERWISE.**

13. It is understood by the parties that said Wire Line will be in danger of damage or destruction by fire or other causes incident to the operation, maintenance, or improvement of Burlington's property, and Permittee accepts this permit subject to such dangers. It is therefore agreed, as one of the material considerations of this permit, without which the same would not be granted, that Permittee hereby assumes all risk of loss, damage, or destruction to said Wire Line without regard to whether such loss be occasioned by fire or sparks from locomotives or other causes incident to or arising from the movement of locomotives, trains, or cars of any kind, misaligned switches, or in any respect from the operation, maintenance, or improvement of Burlington's property, **OR TO WHETHER SUCH LOSS OR DAMAGE BE THE RESULT OF NEGLIGENCE OR MISCONDUCT OF BURLINGTON OR ANY PERSON IN THE EMPLOY OR SERVICE OF BURLINGTON,** or of defective appliances, engines, or machinery, and Permittee does hereby save and hold harmless Burlington from all such damage, claims, and losses.

14. It is agreed that the provisions of this permit are for the equal protection of any other railroad company or companies including National Railroad Passenger Corporation (AMTRAK) heretofore or hereafter granted the joint use of Burlington's property upon which the above described Wire Line is located.

15. Either party hereto shall have the right to terminate this permit, and the same shall terminate, at the expiration of ninety (90) days after the giving of written notice by one party to the other of intention to terminate same. Any such notice shall be good if properly deposited with the United States Postal Service addressed to the party being notified at such party's post office address above stated. Upon termination Permittee shall promptly remove the Wire Line from Burlington's premises and if Permittee shall fail to remove same or any other material or property owned by it within the time prescribed in a notice of termination, Burlington may appropriate such property to its own use without compensation, or may remove the same at the expense of Permittee.

16. This permit shall be binding upon, and inure to the benefit of the parties, their successors and assigns; provided, however, that Permittee shall not assign this permit or any interest therein without Burlington's written consent.

17. Nothing herein contained shall imply or import a covenant on the part of Burlington for quiet enjoyment.



18. In the event of Permittee's removal of the Wire Line from Burlington's premises, Permittee agrees to notify Burlington's Superintendent Maintenance & Engineering in writing of Permittee's removal of such Wire Line and terminate this Agreement effective with the date of removal of said Wire Line from Burlington's premises.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in duplicate this 27th day of April, 1994.

BURLINGTON NORTHERN RAILROAD COMPANY

[Signature]
[Signature]

AVP Network Services

CRAW-KAN TELEPHONE COOPERATIVE, INC.

[Signature]
 (Witness)

[Signature]
 (Witness)

By *[Signature]*
 (Permittee)

Title GEN MANAGER





**ADDENDUM TO BURLINGTON NORTHERN RAILROAD COMPANY
PERMIT NO. PX94-24081 DATED APRIL 27, 1994**

The Permittee and contractors must at their own expense obtain and maintain in force during construction the following insurance:

1. Commercial General Liability Insurance, including contractual liability and products completed/operations, against claims arising out of bodily injury, illness and death and from damage to or destruction of property of others, including loss or use thereof, and including liability of Burlington Northern Railroad Company, with minimum limits for bodily injury and property damage of \$1,000,000 for each occurrence, with an aggregate of \$2,000,000. This policy shall contain a "Waiver of Transfer Rights" endorsement to waive any right of recovery that the insurance company may have against Burlington Northern Railroad Company because of payments made for bodily injuries and property damage.
2. Business Automobile Policy Insurance, including owned, non-owned, and hired vehicles with minimum limits for bodily injury and property damage of \$1,000,000 per occurrence, on all vehicles that the Permittee or any of its agents or employees may use at any time in connection with the performance of this Agreement.
3. Worker's Compensation Insurance or coverage as required under the Worker's Compensation Act of the applicable state. The policy should include occupational disease to required statutory limits, employer's liability of \$1,000,000 to include FELA, if appropriate, and an "all states" endorsement.

Evidence of the above insurance (certificate of insurance) must be provided prior to commencement of work and BN shall not be named insured under the above policies.

4. A Railroad Protective Liability Insurance policy issued in the name of Burlington Northern Railroad Company with limits of \$2,000,000 for bodily injury and property damage per occurrence, with an aggregate of \$6,000,000 must be provided when construction work will be within 50 (Fifty) feet of our tracks. The policy will remain in force during the construction phase of this project and must be provided prior to BN signing the permit or contract.

OPTION

Instead of No. 4 above, participation in Burlington Northern Railroad Company's BLANKET RAILROAD PROTECTIVE LIABILITY INSURANCE POLICY is available to Permittees and contractors. The limits of coverage are the same as above and are in force during the construction phase of the Permit. The amount is \$263.00 referencing Permit No. PX94-24081 for this insurance package.

CONTRACTOR:

Wilde Construction, Inc.

P. O. Box 998

Address
Shevlin, Minnesota 56676

City, State Zip
C. H. Guernsey & Company

Project Engineer's Name

SUBCONTRACTOR:

Address

City, State Zip

Project Engineer's Name



If more than one Subcontractor is involved, attach additional information to this Addendum, together with Insurance required.

NEITHER PERMITTEE, CONTRACTOR, OR ANY SUBCONTRACTOR SHALL BEGIN ANY WORK ON BURLINGTON'S PROPERTY AND/OR RIGHT-OF-WAY UNTIL ALL NECESSARY EVIDENCE OF INSURANCE HAS BEEN FURNISHED AND APPROVED BY BURLINGTON NORTHERN, AND THE ROADMASTER NOTIFIED 48 HOURS IN ADVANCE.

Questions or clarifications of insurance requirements may be directed to:

Ms. Judith Harris
Risk Management Analyst
BURLINGTON NORTHERN RAILROAD COMPANY
777 Main Street
Fort Worth TX 76102

Phone: (817) 878-2374 FAX: (817) 878-7032



REQUIREMENTS FOR CONTRACTORS & SUBCONTRACTOR WORKING ON BURLINGTON NORTHERN RAILROAD RIGHT-OF-WAY

In order to protect BN's investment in its right-of-way and for the safety of persons coming onto BN property, BN has established certain requirements. The following constitute minimum requirements for all persons coming on or near BN right-of-way. Contractors are encouraged to develop their own safety rules that meet or exceed the following requirements. Contractors will not be allowed to occupy or work on Burlington Northern RR right-of-way prior to signing and dating this document and returning it to the Burlington Northern contact person shown on page 2.

1. All permits and agreements must be in effect, required payments made, and insurance certificates received and approved prior to Contractor entering Railroad right-of-way. Insurance must remain in effect during the entire project.
2. Any dewatering utilizing drains or ditches on BN property must be approved by a BN Engineer or Roadmaster.
3. Contractor must have BN approved "Construction Plans" prior to commencing work on a project. No change will be made to "Construction Plans" without approval by all parties involved. Approved revised plan will be furnished to all parties prior to implementation of changes.
4. Road Authority or Contractor will incur all costs for track work, including flagging, etc., made necessary due to their construction operation.
5. Pursuant to Federal Regulation, flagging protection is always required when equipment crosses or is working within 25 feet of center of any live track. When deemed necessary by local BN officers, a flagman may be required at all times while working on BN right-of-way in high density rail traffic areas.
6. Crossing of any Railroad tracks must be done at approved locations and must be over full depth timbers, rubber, etc. Any equipment with steel wheels, lugs, or tracks must not cross steel rails without aid of rubber tires or other approved protection.
7. All temporary construction crossings must be covered by a Private Roadway & Crossing Agreement, and must be barricaded when not in use.
8. Contractor must furnish details on how he will perform work that may affect existing drainage and/or possible fouling of track ballast as well as removal of overhead bridges/structures. (Structures and bridge spans over tracks must be removed intact.)
9. Absolutely no piling of construction materials or any other material, including dirt, sand, etc., within 15 feet of center of any secondary track (25 feet of Main Line and siding tracks) or on property of the Railroad not covered by Construction Easement, permit, lease or agreement. A 10' clear area on both sides of a main track must remain unobstructed at all times to allow for stopped train inspection.
10. No construction will be allowed within 15 feet of center of any track unless authorized by Burlington Northern Railroad General Roadmaster and as shown on Plan approved by the Railroad. This includes any excavation, slope encroachment and driving of sheet piles.



11. No vehicles or machines shall remain unattended within 15 feet of a secondary track or within 25 feet of a Main Line track.
12. IMPORTANT: Disregard of any of these items will result in Contractor being shut down for a minimum of 48 hours on Burlington Northern Railroad right-of-way while infraction is investigated. Based on findings of the investigation, it will be determined if the Contractor will be allowed to work on BN RR right-of-way in the future.
13. Contractor safety rules, including rules regarding Personal Safety Equipment, must not conflict with BN safety policies or rules.
14. Articles included in Agreement should complement this document or exceed its contents.

CONTRACTOR'S ACKNOWLEDGMENT:

Wilde Construction, Inc.

COMPANY

By: X Wayne M. Wilde
TITLE PRESIDENT
DATE 5-3-94

WORK SITE LOCATION:

Town: CRESTLINE
State: KANSAS
Project: KS-520

SUBCONTRACTOR'S ACKNOWLEDGMENT:

COMPANY

By: _____
TITLE _____
DATE _____

Permit No: PX94-24081
Date: April 27, 1994

BURLINGTON NORTHERN RAILROAD COMPANY CONTACT PERSON:

Dianne Gibson
Permit Coordinator
(206) 467-3245 (1-800-676-0145)

ADDRESS: Burlington Northern RR Co
2000 First Interstate Center
999 Third Avenue
Seattle WA 98104-1105

(Form 4/29/93)





UNDERGROUND WIRE LINE CROSSING PERMIT NO. PX94-24083

BURLINGTON NORTHERN RAILROAD COMPANY, a Delaware corporation, hereinafter called "Burlington," whose address is 999 Third Avenue, 2000 First Interstate Center, Seattle, Washington 98104-1105, in consideration of the rents to be paid and the covenants to be kept and performed by

CRAW-KAN TELEPHONE COOPERATIVE, INC., a Kansas Corporation,

hereinafter called "Permittee," whose address is:

P. O. Box 100
Girard, Kansas 66743

hereby grants Permittee the right to construct, operate, maintain, inspect, use, and remove a wire line facility, including all necessary poles, wires, cables, and conduits together with necessary appurtenances thereto, hereinafter called "Wire Line," along or upon and across the railroad tracks, and the communication or signal wires, and right-of-way of Burlington, below the surface thereof, for the purpose of transmitting electric current for power or for communication, as hereinafter described:

an underground communication wire, buried at a depth of 7 feet below top of ties, installation by jack and bore, with face of jacking/receiving pits a minimum of 25-feet from centerline of nearest track, across the right-of-way of Burlington below the surface thereof, and under the tracks of its railroad at or near ~~CRESTLINE~~, Cherokee County, KANSAS, to be located at,

Line Segment: **1004** Milepost: **336.08**

This permission is given upon the following terms and conditions:

1. Permittee will pay in advance to Burlington for this permit the sum of Four Hundred Fifty Dollars (\$450.00) for the entire period that this permit remains in effect, and Permittee will also pay all taxes and assessments that may be levied or assessed against the Wire Line. Burlington may assign any receivable due them under this Agreement, provided, however, such assignments shall not relieve the assignor of any of its rights or obligations under this Agreement. This provision shall in no way affect Burlington's right to terminate this permit pursuant to Paragraph 15 hereof.

2. Said Wire Line shall be used for the sole purpose of conducting electric currents at a potential not to exceed minimum volts.

3. Said Wire Line shall be constructed and maintained in accordance with Burlington's requirements, the National Electric Safety Code, and any statute, order, rule, or regulation of any public authority having jurisdiction. Application and plans shall be submitted by Permittee to Burlington and must be approved by Burlington prior to construction or any reconstruction of said Wire Line.

4. All cost of construction and maintenance of said Wire Line shall be paid by Permittee. If it is necessary, as determined by Burlington's Superintendent Maintenance & Engineering, for Burlington to perform any portion of the work of construction, maintenance, or removal of said Wire Line, same shall be done at the expense of Permittee.



Burlington will determine the costs of any such work and submit bill for same to Permittee and Permittee shall pay such billed amount within 30 days after bill is rendered therefor.

5. If in the judgment of Burlington's Superintendent Maintenance & Engineering, the construction, maintenance, or continued existence of Wire Line herein contemplated necessitates any change or alteration in the location or arrangement of any wires, structures, or other facilities of Burlington or of third persons, the cost of such change or alteration will be paid by Permittee.

6. Burlington shall have the right, for reasons of safety, to require that repairs be made to said Wire Line, and upon request from Burlington, Permittee shall immediately make such repairs at Permittee's expense. If at any time it becomes necessary in the judgment of Burlington for reasons of safety or otherwise, to require change in the location, elevation, or method of construction of said Wire Line, such changes will be made by Permittee at Permittee's expense within thirty (30) days after being requested to do so. If Permittee fails to do so, Burlington may make such changes and the cost thereof will be paid by Permittee.

7. If Wire Line is to be placed below the surface, Permittee, at Permittee's sole cost and expense, shall excavate for, construct, maintain, and repair said Wire Line, placing the same at least 25 feet below the bottom of the rails of Burlington's railroad. PERMITTEE IS PLACED ON NOTICE THAT FIBER OPTIC, COMMUNICATIONS, CONTROL SYSTEMS, AND OTHER TYPES OF CABLES MAY BE BURIED ON BURLINGTON'S PROPERTY. Before beginning work, Permittee shall telephone Burlington's Communications Network Control Center at 1-800-533-2891 (a 24-hour number) to determine if cable systems are buried on Burlington's property to be used by Permittee. The Communications Network Control Center will contact the appropriate personnel to have cables located and make arrangements with Permittee as to the protective measures that must be adhered to prior to the commencement of any work on Burlington's property. In addition to the liability terms elsewhere in this Agreement, Permittee shall indemnify and hold Burlington harmless against and from all cost, liability, and expense whatsoever (including, without limitation, attorney's fees and court costs and expenses) arising out of or in any way contributed to by any act or omission of Permittee, its contractor, agents and/or employees, that cause or in any way or degree contribute to (1) any damage to or destruction of any telecommunications system by Permittee, and/or its contractor, agents and/or employees, on Burlington's property, (2) any injury to or death of any person employed by or on behalf of any telecommunications company, and/or its contractor, agents and/or employees, on Burlington's property, and/or (3) any claim or cause of action for alleged loss of profits or revenue by, or loss of service by a customer or user of, such telecommunication company(ies).

8. After the completion of any Wire Line construction, repair, or removal, Permittee shall remove from the premises of Burlington, to the satisfaction of Burlington's Superintendent Maintenance & Engineering, all falsework and equipment used in such construction, repair, or removal work.

9. Permittee shall, upon the giving of 48 hours advance notice to Burlington's Superintendent Maintenance & Engineering, have the right to enter the premises of Burlington for the purpose of maintaining, repairing, or removing said Wire Line, and, in the exercise of this right, Permittee shall not unduly interfere with the rights of Burlington or others on or about the premises. In the case of bona fide emergency, the 48 hours notice may be waived; however, if emergency work is necessary, Permittee shall make every effort to notify Burlington that such work is to be done. Permittee shall, at its own expense, restore any facilities on said premises which are in any manner disturbed by such maintenance, repairs, or removal.

10. This permission is granted subject to permits, leases, and licenses, if any, heretofore granted by Burlington affecting the premises upon which said Wire Line is located.

11. If the operation or maintenance of said Wire Line shall at any time cause interference, including but not limited to physical interference, from electromagnetic induction, electrostatic induction, or from stray or other currents, with the facilities of Burlington or of any lessee or licensee of Burlington, or in any manner interfere with operation, maintenance or use by Burlington of its right-of-way, tracks, structures, pole lines, signal and communication lines, radio or other equipment, devices, or other property or appurtenances thereto, Permittee agrees immediately to make such changes in said Wire Line and furnish such protective devices to Burlington and its lessees or licensees as shall be necessary in the judgment of Burlington's representatives to eliminate such



interference. The cost of such protective devices and their installation shall be borne solely by the Permittee. If any of the interference covered by this paragraph shall be, in the judgment of Burlington, of such importance to the safety of Burlington's operations as to require immediate corrective action, Permittee, upon notice from Burlington, shall either, at Burlington's election, cease using said Wire Line for any purpose whatsoever and remove the same, or reduce the voltage or load on said Wire Line, or take such other interim protective measures as Burlington may deem advisable until the protective devices required by this paragraph have been installed, put in operation, tested, and found to be satisfactory to correct the interference.

12. Permittee agrees that said Wire Line and the use of same for conducting electric current shall not damage the railroad or structures of Burlington, or the property of any other tenant of Burlington, or any other property upon the premises of Burlington, or be a menace to the safety of Burlington's operations or any other operations conducted on said premises. Permittee does hereby release, indemnify, and save harmless Burlington and Burlington's other tenants, their successors and assigns, from and against all loss, damages, claims, demands, actions, causes of action, costs, and expenses of every character which may result from any injury to or death of any person whomsoever, including but not limited to, employees and agents of the parties hereto, and from loss of or damage to property of any kind or nature to whomsoever belonging, including but not limited to, property owned by, leased to, or in the care, custody, and control of the parties hereto and other tenants of Burlington, when such injury, death, loss, or damage is caused or contributed to by, or arises from, the construction, installation, maintenance, condition, use, operation, removal, or existence of said Wire Line upon Burlington premises. **THE LIABILITY ASSUMED BY PERMITTEE SHALL NOT BE AFFECTED BY THE FACT, IF IT IS A FACT, THAT THE LOSS, DAMAGE, DEATH, OR INJURY WAS OCCASIONED BY OR CONTRIBUTED TO BY THE NEGLIGENCE OF BURLINGTON, ITS AGENTS, SERVANTS, EMPLOYEES, OR OTHERWISE.**

13. It is understood by the parties that said Wire Line will be in danger of damage or destruction by fire or other causes incident to the operation, maintenance, or improvement of Burlington's property, and Permittee accepts this permit subject to such dangers. It is therefore agreed, as one of the material considerations of this permit, without which the same would not be granted, that Permittee hereby assumes all risk of loss, damage, or destruction to said Wire Line without regard to whether such loss be occasioned by fire or sparks from locomotives or other causes incident to or arising from the movement of locomotives, trains, or cars of any kind, misaligned switches, or in any respect from the operation, maintenance, or improvement of Burlington's property, **OR TO WHETHER SUCH LOSS OR DAMAGE BE THE RESULT OF NEGLIGENCE OR MISCONDUCT OF BURLINGTON OR ANY PERSON IN THE EMPLOY OR SERVICE OF BURLINGTON,** or of defective appliances, engines, or machinery, and Permittee does hereby save and hold harmless Burlington from all such damage, claims, and losses.

14. It is agreed that the provisions of this permit are for the equal protection of any other railroad company or companies including National Railroad Passenger Corporation (AMTRAK) heretofore or hereafter granted the joint use of Burlington's property upon which the above described Wire Line is located.

15. Either party hereto shall have the right to terminate this permit, and the same shall terminate, at the expiration of ninety (90) days after the giving of written notice by one party to the other of intention to terminate same. Any such notice shall be good if properly deposited with the United States Postal Service addressed to the party being notified at such party's post office address above stated. Upon termination Permittee shall promptly remove the Wire Line from Burlington's premises and if Permittee shall fail to remove same or any other material or property owned by it within the time prescribed in a notice of termination, Burlington may appropriate such property to its own use without compensation, or may remove the same at the expense of Permittee.

16. This permit shall be binding upon, and inure to the benefit of the parties, their successors and assigns; provided, however, that Permittee shall not assign this permit or any interest therein without Burlington's written consent.

17. Nothing herein contained shall imply or import a covenant on the part of Burlington for quiet enjoyment.



18. In the event of Permittee's removal of the Wire Line from Burlington's premises, Permittee agrees to notify Burlington's Superintendent Maintenance & Engineering in writing of Permittee's removal of such Wire Line and terminate this Agreement effective with the date of removal of said Wire Line from Burlington's premises.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in duplicate this 27th day of April, 1994.

BURLINGTON NORTHERN RAILROAD COMPANY

E. J. Martens
By: J. Bickmore
AVP Network Services

CRAW-KAN TELEPHONE COOPERATIVE, INC.

(Permittee)

Jerry James
(Witness)
Kurt Smith
(Witness)

By

Lyndell T. Hunt

Title

Gen Manager





**ADDENDUM TO BURLINGTON NORTHERN RAILROAD COMPANY
PERMIT NO. PX94-24083 DATED APRIL 27, 1994**

The Permittee and contractors must at their own expense obtain and maintain in force during construction the following insurance:

1. Commercial General Liability Insurance, including contractual liability and products completed/operations, against claims arising out of bodily injury, illness and death and from damage to or destruction of property of others, including loss or use thereof, and including liability of Burlington Northern Railroad Company, with minimum limits for bodily injury and property damage of \$1,000,000 for each occurrence, with an aggregate of \$2,000,000. This policy shall contain a "Waiver of Transfer Rights" endorsement to waive any right of recovery that the insurance company may have against Burlington Northern Railroad Company because of payments made for bodily injuries and property damage.
2. Business Automobile Policy Insurance, including owned, non-owned, and hired vehicles with minimum limits for bodily injury and property damage of \$1,000,000 per occurrence, on all vehicles that the Permittee or any of its agents or employees may use at any time in connection with the performance of this Agreement.
3. Worker's Compensation Insurance or coverage as required under the Worker's Compensation Act of the applicable state. The policy should include occupational disease to required statutory limits, employer's liability of \$1,000,000 to include FELA, if appropriate, and an "all states" endorsement.

Evidence of the above insurance (certificate of insurance) must be provided prior to commencement of work and BN shall not be named insured under the above policies.

4. A Railroad Protective Liability Insurance policy issued in the name of Burlington Northern Railroad Company with limits of \$2,000,000 for bodily injury and property damage per occurrence, with an aggregate of \$6,000,000 must be provided when construction work will be within 50 (Fifty) feet of our tracks. The policy will remain in force during the construction phase of this project and must be provided prior to BN signing the permit or contract.

OPTION

Instead of No. 4 above, participation in Burlington Northern Railroad Company's BLANKET RAILROAD PROTECTIVE LIABILITY INSURANCE POLICY is available to Permittees and contractors. The limits of coverage are the same as above and are in force during the construction phase of the Permit. The amount is \$263.00 referencing Permit No. **PX94-24083** for this insurance package.

CONTRACTOR:

Wilde Construction, Inc.

P. O. Box 998
Address _____

Shevlin, Minnesota 56676
City, State _____ Zip _____

C. H. Guernsey & Company
Project Engineer's Name _____

SUBCONTRACTOR:

Address _____

City, State _____ Zip _____

Project Engineer's Name _____



If more than one Subcontractor is involved, attach additional information to this Addendum, together with Insurance required.

NEITHER PERMITTEE, CONTRACTOR, OR ANY SUBCONTRACTOR SHALL BEGIN ANY WORK ON BURLINGTON'S PROPERTY AND/OR RIGHT-OF-WAY UNTIL ALL NECESSARY EVIDENCE OF INSURANCE HAS BEEN FURNISHED AND APPROVED BY BURLINGTON NORTHERN, AND THE ROADMASTER NOTIFIED 48 HOURS IN ADVANCE.

Questions or clarifications of insurance requirements may be directed to:

Ms. Judith Harris
Risk Management Analyst
BURLINGTON NORTHERN RAILROAD COMPANY
777 Main Street
Fort Worth TX 76102

Phone: (817) 878-2374 FAX: (817) 878-7032



REQUIREMENTS FOR CONTRACTORS & SUBCONTRACTOR WORKING ON BURLINGTON NORTHERN RAILROAD RIGHT-OF-WAY

In order to protect BN's investment in its right-of-way and for the safety of persons coming onto BN property, BN has established certain requirements. The following constitute minimum requirements for all persons coming on or near BN right-of-way. Contractors are encouraged to develop their own safety rules that meet or exceed the following requirements. Contractors will not be allowed to occupy or work on Burlington Northern RR right-of-way prior to signing and dating this document and returning it to the Burlington Northern contact person shown on page 2.

1. All permits and agreements must be in effect, required payments made, and insurance certificates received and approved prior to Contractor entering Railroad right-of-way. Insurance must remain in effect during the entire project.
2. Any dewatering utilizing drains or ditches on BN property must be approved by a BN Engineer or Roadmaster.
3. Contractor must have BN approved "Construction Plans" prior to commencing work on a project. No change will be made to "Construction Plans" without approval by all parties involved. Approved revised plan will be furnished to all parties prior to implementation of changes.
4. Road Authority or Contractor will incur all costs for track work, including flagging, etc., made necessary due to their construction operation.
5. Pursuant to Federal Regulation, flagging protection is always required when equipment crosses or is working within 25 feet of center of any live track. When deemed necessary by local BN officers, a flagman may be required at all times while working on BN right-of-way in high density rail traffic areas.
6. Crossing of any Railroad tracks must be done at approved locations and must be over full depth timbers, rubber, etc. Any equipment with steel wheels, lugs, or tracks must not cross steel rails without aid of rubber tires or other approved protection.
7. All temporary construction crossings must be covered by a Private Roadway & Crossing Agreement, and must be barricaded when not in use.
8. Contractor must furnish details on how he will perform work that may affect existing drainage and/or possible fouling of track ballast as well as removal of overhead bridges/structures. (Structures and bridge spans over tracks must be removed intact.)
9. Absolutely no piling of construction materials or any other material, including dirt, sand, etc., within 15 feet of center of any secondary track (25 feet of Main Line and siding tracks) or on property of the Railroad not covered by Construction Easement, permit, lease or agreement. A 10' clear area on both sides of a main track must remain unobstructed at all times to allow for stopped train inspection.
10. No construction will be allowed within 15 feet of center of any track unless authorized by Burlington Northern Railroad General Roadmaster and as shown on Plan approved by the Railroad. This includes any excavation, slope encroachment and driving of sheet piles.



11. No vehicles or machines shall remain unattended within 15 feet of a secondary track or within 25 feet of a Main Line track.
12. **IMPORTANT:** Disregard of any of these items will result in Contractor being shut down for a minimum of 48 hours on Burlington Northern Railroad right-of-way while infraction is investigated. Based on findings of the investigation, it will be determined if the Contractor will be allowed to work on BN RR right-of-way in the future.
13. Contractor safety rules, including rules regarding Personal Safety Equipment, must not conflict with BN safety policies or rules.
14. Articles included in Agreement should complement this document or exceed its contents.

CONTRACTOR'S ACKNOWLEDGMENT:

Wilde Construction, Inc.

COMPANY

By: X Wayne M. Wilde
TITLE PRESIDENT
DATE 5-3-94

WORK SITE LOCATION:

Town: **CRESTLINE**

State: **KANSAS**

Project: **KS-520**

SUBCONTRACTOR'S ACKNOWLEDGMENT:

COMPANY

By: _____
TITLE _____
DATE _____

Permit No: **PX94-24083**

Date: **April 27, 1994**

BURLINGTON NORTHERN RAILROAD COMPANY CONTACT PERSON:

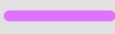
Dianne Gibson
Permit Coordinator
(206) 467-3245 (1-800-676-0145)


ADDRESS: Burlington Northern RR Co
2000 First Interstate Center
999 Third Avenue
Seattle WA 98104-1105

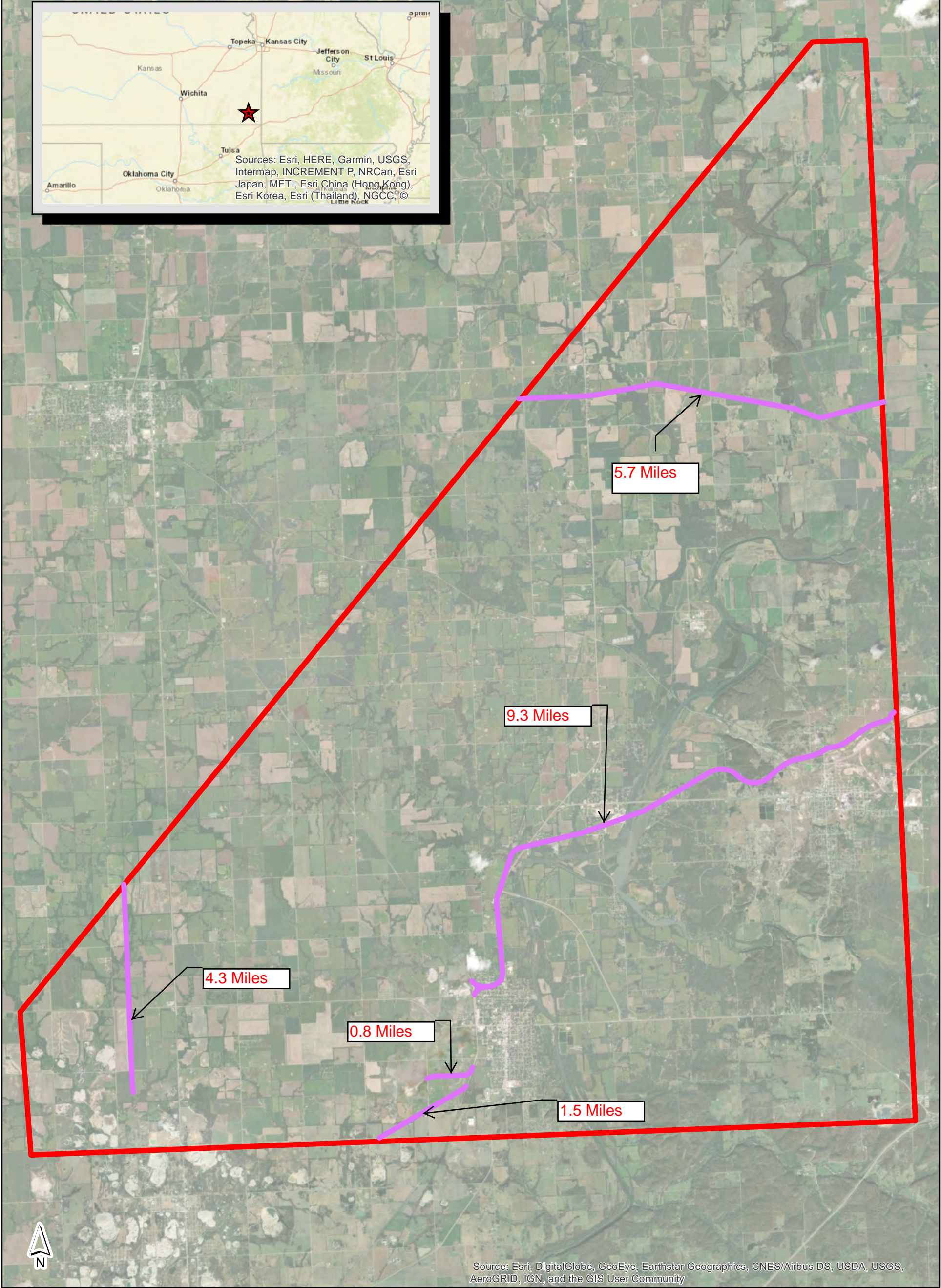
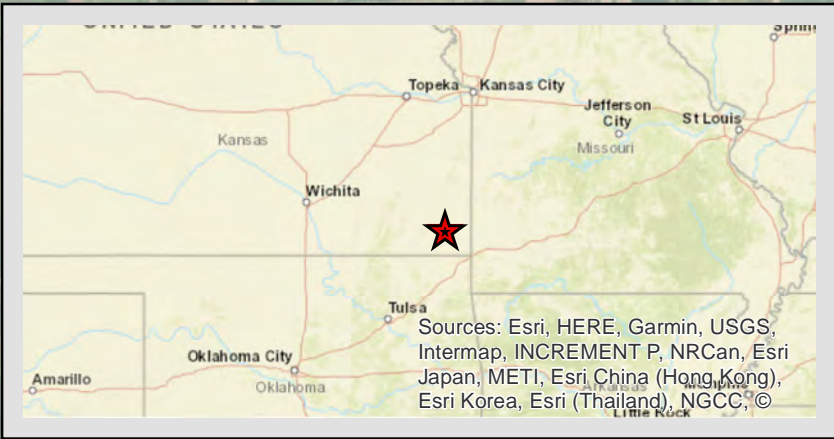
(Form 4/29/93)



BNSF CORPORATE REAL ESTATE DEVELOPMENT
PREPARED BY BARTLETT & WEST 2/18/2019

 BNSF-Related Former Lines Identified in Fig. 2, ROD, OU8, Cherokee County Superfund Site

 CHEROKEE SUPERFUND SITE



Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community